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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE INFORMATION ADVISORY
(FOR SELLERS)
(C.A.R. Form DIA, Revised 12/25)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD") (collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
   - **A.** Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
   - **B.** While a seller does not have the duty to investigate or discover unknown issues, you may have received disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
   - **C.** Use any known and available documentation to refresh your memory of past and current issues, conditions, and/or problems, and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or speculate about what was in the documents they cannot remember. But if the documents are known and available to you, you should use them to assist you in completing the Disclosures forms.
   - **D.** Allow yourself plenty of time to fully complete the Disclosure Forms.
   - **E.** Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction closes.
   - **F.** If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.

3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
   - **A. DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
   - **B.** Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact, or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
   - **C.** The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions, or problems and/or may have subparts. It is important to address each aspect of each question and to provide precise details so that Buyers will understand the "who, what, where, when and how."
   - **D.** The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
   - **E.** Be specific and provide facts for each response. Do not let subjective beliefs limit, qualify, or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent", as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals, or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
   - **F.** Consider all issues, conditions, or problems that impact your Property, even those that are not necessarily on your Property but that are related to a neighbor's property (such as shared fences, lot-line debates) or that exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).

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G. Even if you have learned to live with an issue, condition, or problem, disclose it.
H. Even if you believe that an issue, condition, or problem has been repaired, resolved, or stopped, disclose the issue and what has been done, but do not speculate, predict, or guarantee the quality or effectiveness of the repair or resolution.
I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
J. Do not assume that you know the answer to all questions. For example, unless you personally obtained or received copies of permits, do not assume that anyone who did work on the Property obtained permits.
K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure about its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates *"No substituted disclosures for this transfer."***

Section II A asks you to check a series of boxes to indicate what appliances, fixtures, and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract, and it does not control which items must remain with the property after close of escrow. The purchase agreement determines which items must remain. However, you should be careful not to represent that the property has an amenity that the property actually does not have, so do not assume that feature is there (*i.e.* sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions". Do not assume this terminology limits what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions, or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions, and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue.
If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller's obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller's possession.

EXEMPT SELLER DISCLOSURE ("ESD")

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD or SPQ. If using the ESD, pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property. If you have significant information about the property, you should consider using the SPQ to help flesh out the requirement to disclose all material facts.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), or changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions, or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed, or expected to be filed, regarding the property or the neighborhood (such as an HOA dispute), even if you believe the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, or inaccurate, or if changes occur over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.
- If you need help regarding what information to disclose, how to disclose it, or what changes need to be made to your Disclosure Forms, consult a qualified California real estate attorney. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it, or what changes need to be made to your answers.
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: "Do I need to disclose …?" is almost always "YES, disclose it."**

By signing below, Seller acknowledges that they have received a copy of this Disclosure Information Advisory, and they have read and understand its terms.

Seller DocuSigned by: Claudia Cardenas 51EB6E95BEBE429... *Claudia Cardenas* Date 10/1/2026 | 4:39 PM PD

Seller Jesse Cardenas 3E3EF97F8B044F5... *Jesse Cardenas* Date 10/1/2026 | 4:06 PM PD

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

For use with eXp Realty® in the State of California

TO: Consumer(s)
FROM: eXp Realty
PROPERTY: 10962 Elm Ave, Lynwood, CA 90262
DATE: _____

This is to give you notice that eXp World Holdings, Inc., the parent corporation of each of those subsidiaries comprising the eXp Realty® brand of real estate brokerage companies[1] (hereinafter collectively referred to as "**eXp Realty**"), has a business relationship with the following companies listed below:

- SUCCESS Lending, LLC ("**SUCCESS Lending**") for mortgage loan financing: eXp Realty has an indirect ownership interest in SUCCESS Lending and a business relationship with Kind Partners, LLC, a wholly owned subsidiary of Kind Lending, LLC (hereinafter collectively referred to as "**Kind**"). eXp World Holdings, Inc.'s wholly owned subsidiary, SUCCESS World Holdings, LLC, owns 50% of SUCCESS Lending. Kind also owns 50% of SUCCESS Lending. Because of this relationship, a referral to SUCCESS Lending may provide eXp Realty and Kind, and its and their owners, affiliates, and employees, with a financial or other benefit.

- eXp Realty has a business relationship with, but no ownership interest in, America's Preferred Home Warranty, Inc. (home warranty services), Transactly, Inc. (real estate transaction coordination services), and SkySlope, Inc. (real estate transaction coordination services). Because of these relationships, eXp Realty, and its owners, affiliates, and employees may receive financial or other benefits

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan, or purchase, sale, financing or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

COMPANY	ESTIMATED CHARGE OR RANGE OF CHARGES
SUCCESS LENDING, LLC This company provides various real estate mortgage loan origination activities either as a third-party originator or a mortgage broker, including loan pre-qualification, loan origination, loan pre-approval, loan structuring, processing and closing. The estimated charges for the settlement services provided by	**Fees Charged by SUCCESS Lending, LLC (Affiliate)** Loan Discount Fee / Points[1]: 0.00% – 4.00% of the loan amount Origination Fees (which may be identified as Administrative, Processing, Underwriting, Commitment, or similar origination-related fees depending on state requirements): $1,595 – $1,649 [1]Loan discount points are optional charges paid at closing to reduce the interest rate on your loan. One point equals one percent (1%) of the loan amount. The number of points charged, if any, will depend

[1] eXp Realty, LLC (in all states except those that follow); eXp Realty of California, Inc. (in California); eXp Realty of Northern California, Inc. (in northern California); eXp Realty of Greater Los Angeles, Inc. (in central California); eXp Realty of Southern California, Inc. (in southern California); eXp Realty North, LLC (in N. Dakota, Minnesota, and portions of New York, except as further qualified); eXp Realty of Connecticut, LLC (in Connecticut, and Brooklyn, New York); and eXp Realty Associates, LLC (in Brooklyn, mid-town, and downtown, New York City).

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COMPANY	ESTIMATED CHARGE OR RANGE OF CHARGES
SUCCESS Lending are detailed in the Loan Estimate provided to you by your loan officer.	on the loan program selected and market conditions at the time of rate lock. **Third-Party Fees (Not Retained by SUCCESS Lending)** You may also be charged certain third-party fees in connection with your mortgage loan transaction, which are not retained by SUCCESS Lending and may vary by transaction, property type, loan program, or state, including but not limited to: Appraisal Fee: $625 – $1,300 Credit Report Fee: $121 per borrower (unless otherwise permitted under applicable program guidelines) Credit Report Re-pull Fee: $121 Flood Certification Fee: approximately $7 Tax Service Fee: approximately $86 Verification of Employment Fee: approximately $210 Additional third-party fees may apply as disclosed in your Loan Estimate or other applicable mortgage loan cost disclosure. Actual charges may vary based on the specific loan program selected, borrower qualifications, property location, state regulatory requirements, and other transaction-specific considerations. Please refer to your Loan Estimate or equivalent disclosure for the fees applicable to your specific transaction.

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that eXp Realty is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Consumer 1:

DocuSigned by:
Claudia Cardenas
51EB6E95BEEE429...

Signature

Claudia Cardenas

Print Name

10/1/2026 | 4:39 PM PDT

Date

Consumer 2:

Signed by:
Jesse Cardenas
3E3EF97F8B044F5...

Signature

Jesse Cardenas

Print Name

10/1/2026 | 4:06 PM PDT

Date

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CALIFORNIA NOTICE AT COLLECTION

Who is providing this notice?	eXp Realty, LLC and its real estate brokerage subsidiaries, listed here (collectively, "**eXp**")
Why am I receiving this notice?	eXp is the brokerage that your real estate agent is affiliated with. As part of your relationship with us, we will process certain personally identifiable information on your behalf to fulfill our contractual obligations to you.
Where can I learn more about the information you process?	By visiting https://expworldholdings.com/ca-privacy-rights-statement/ or using the QR code below you will be sent directly to eXp's privacy policy that describes eXp's data processing activities.
Can I request a copy of the information you process about me?	By visiting https://expworldholdings.com/ca-privacy-rights-statement/ or using the QR code to go to the privacy policy you will see a link to our data subject request form. You may use this form to exercise your data rights in accordance with applicable law.
Can I limit the sale or use of the information you process about me?	By visiting our Privacy Rights Request form you may exercise your data rights in accordance with applicable law.
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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Thank you for selecting **DSD Commercial, Inc. DBA Whissel Realty** to facilitate the purchase or sale of your home or other property. This is to give notice that **DSD Commercial, Inc. DBA Whissel Realty** has an affiliated business arrangementwith **Pinnacle Escrow, Inc.** in that **Kyle Whissel**, the owner of **DSD Commercial, Inc. DBA Whissel Realty** is a shareholder of **Pinnacle Escrow, Inc**.

Because of this relationship **Kyle Whissel** may derive a financial or other benefit as a shareholder as a result of the handling of this escrow transaction by this affiliated business.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider as a condition for your purchase or sale.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

This is also to inform you that eXp Realty, LLC, together with its subsidiaries and affiliates (collectively, "eXp Realty"), does not have any relationship with Pinnacle Escrow, Inc. nor will eXp Realty receive any benefit, financial or otherwise, from any referral to Pinnacle Escrow, Inc. given by the Agent. eXp Realty's business relationship is with Agent, serving as Agent's real estate brokerage firm. Agent is an independent contractor of eXp Realty.

PINNACLE ESCROW, INC.

4645 Cass Street,
Suite 204
San Diego, CA 92109
619-391-9595 Phone
858-224-1447 Fax
www.PinnacleEscrowInc.com

Sale escrow fees are typically calculated with a $350 base for buyer and seller, plus a $1.50-$2.25 per $1,000 of sale price with a $750 minimum. Escrow fees for loan escrow typically range from a flat rate of $450, to a variable rate of $1.00 per $1,000 of loan amount. Borrower typically pays all loan escrow fees.

Document preparation and various processing service fees typically range from $50-$150.

Please contact our office for fees specific to your transaction type.

Pinnacle Escrow, Inc. usual and customary fees are subject to modification and periodic changes.

With economical and practical rates that make sense for a cost effective transaction, coupled with the expertise of your agent and the seamless manner in which your transaction will be facilitated, we believe that our affiliation with **Pinnacle Escrow, Inc.** will provide you with extraordinary value and service.

I/WE HAVE RECEIVED THE AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT OF DSD COMMERCIAL, INC. DBA WHISSEL REALTY AND UNDERSTAND THAT THEY MAY REFER ME TO THE ABOVE-DESCRIBED SETTLEMENT SERVICES PROVIDER NAMED IN THIS DOCUMENT AND THAT THE PRINCIPALS OF DSD COMMERCIAL, INC. DBA WHISSEL REALTY MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS A RESULTOF THE SAME.

DATE: 10/1/2026 | 4:39 PM PDT 10/1/2026 | 4:06 PM PDT DATE: _____

SELLER: DocuSigned by: Claudia Cardenas 51EB6E95BEEE429... BUYER: _____

SELLER: Signed by: Jesse Cardenas 3E3EF97F8B044F5... BUYER: _____

Docusign Envelope ID: 0F248E8D-73DA-853B-81F5-2801B9E1A136

CALIFORNIA ASSOCIATION OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex, fourplex or otherwise has additional dwelling units. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) _____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF *Lynwood* **, COUNTY OF** *Los Angeles* **, STATE OF CALIFORNIA, DESCRIBED AS** *10962 Elm Ave* **.**

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) *07/31/2026* **. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.

☐ Additional inspection reports or disclosures: _____

_____

☒ *No substituted disclosures for this transfer.*

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☒ is ☐ is not occupying the property.

A. The subject property has the items checked below:*

☐ Range
☐ Oven
☒ Microwave
☒ Dishwasher
☐ Trash Compactor
☒ Garbage Disposal
☒ Washer/Dryer Hookups
☐ Rain Gutters
☐ Burglar Alarms
☐ Carbon Monoxide Device(s)
☐ Smoke Detector(s)
☐ Fire Alarm
☐ TV Antenna
☐ Satellite Dish
☐ Intercom
☐ Central Heating
☐ Central Air Conditioning
☐ Evaporator Cooler(s)
☐ Wall/Window Air Conditioning
☐ Sprinklers

☒ Public Sewer System
☐ Septic Tank
☐ Sump Pump
☐ Water Softener
☐ Patio/Decking
☐ Built-in Barbecue
☐ Gazebo
☐ Security Gate(s)
☒ Garage:
  ☐ Attached ☒ Not Attached
  ☐ Carport
  ☐ Automatic Garage Door Opener(s)
  ☐ Number Remote Controls ____
☐ Sauna
☐ Hot Tub/Spa:
  ☐ Locking Safety Cover
☐ Pool:
  ☐ Child Resistant Barrier
☐ Pool/Spa Heater:
  ☐ Gas ☐ Solar ☐ Electric

☒ Water Heater:
  ☒ Gas ☐ Solar ☐ Electric
☒ Water Supply:
  ☒ City ☐ Well
  ☐ Private Utility or Other_____
☒ Gas Supply:
  ☒ Utility ☐ Bottled (Tank)
☐ Window Screens
☐ Window Security Bars
  ☐ Quick Release Mechanism on Bedroom Windows
☐ Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in *None* 220 Volt Wiring in *None* Fireplace(s) in *None*
Gas Starter *None* Roof(s): Type: *Asphalt Shingles* Age: *2 months* (approx.)
Other: _____
Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☒ Yes/☐ No. If yes, then describe. (Attach additional sheets if necessary): *See overflow paragraph 1*

_____

(*see note on page 2)

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Buyer's Initials _____/_____ Seller's Initials DS CC / Initial JC

Eric Gulal | eXp Realty of California, Inc. | Generated by zipForm®

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Property Address: 10962 Elm Ave, Lynwood, CA 90262 Date: 07/31/2026

If this Property is a duplex, triplex, triplex, fourplex or otherwise has additional dwelling units, this TDS is for unit # _____.

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes/☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☒ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☒ Doors ☐ Foundation ☐ Slab(s) ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☒ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): Floors: Laminated floor is separating in kitchen area

Doors: Dog damaged door

Electrical Systems: Living room Circuit breaker trips when hot

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ..... ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ..... ☒ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ..... ☐ Yes ☒ No

(**Note to C4 and C5:** If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)

6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ..... ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): C. 2: Fence

C. 4: Back Storage room has a restroom and kitchen.

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

DocuSigned by:

Seller Claudia Cardenas Claudia Cardenas Date 10/1/2026 | 4:39 PM P

51EB6E95BE8E42...

Seller Jesse Cardenas Jesse Cardenas Date 10/1/2026 | 4:06 PM P

3E3EF97F8B044F5...

Property Address: 10962 Elm Ave, Lynwood, CA 90262 Date: 07/31/2026

If this Property is a duplex, triplex, triplex, fourplex or otherwise has additional dwelling units, this TDS is for unit # _____.

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Representing Seller) DocuSigned by: 462EE0458639457... eXp Realty of California, Inc. (Please Print)

By Eric Gulal Date 9/24/2026 | 3:12 PM PDT
(Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller DocuSigned by: Claudia Cardenas 51EB6E95BEEE4A0... Claudia Cardenas Date 10/1/2026 | 4:39 PM P

Seller DocuSigned by: Jesse Cardenas 3E3EF97F8B044F5... Jesse Cardenas Date 10/1/2026 | 4:06 PM P

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) DocuSigned by: 462EE0458639457... eXp Realty of California, Inc. (Please Print)

By Eric Gulal Date 9/24/2026 | 3:12 PM P
(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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CALIFORNIA ASSOCIATION OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1

(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as *10962 Elm Ave, Lynwood, CA 90262* ("Property"), in which _____ is referred to as ("Buyer") and *Claudia Cardenas, Jesse Cardenas* is referred to as ("Seller").

[TDS] Real Estate Transfer Disclosure Statement

1) II.A. Items Not in Working Condition:

Microwave: Not working

Dishwasher: Not working

Garbage Disposal: Not working

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer _____ Date _____

Buyer _____ Date _____

Seller DocuSigned by: Claudia Cardenas 51EB6E95BEEF420... *Claudia Cardenas* Date 10/1/2026 | 4:39 PM

Seller Signed by: Jesse Cardenas 3E3EF97F8B044F5... *Jesse Cardenas* Date 10/1/2026 | 4:06 PM

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/26)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should either complete an Exempt Seller Disclosure (C.A.R. Form ESD) or use this SPQ form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, WHETHER BY CONTRACT, STATUTE, OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as ***10962 Elm Ave*** _____, Assessor's Parcel No. ***6193-003-007***, situated in ***Lynwood***, County of ***Los Angeles*** California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s)_____).

1. **Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker, has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.**
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Answer based on actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by a Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
   - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Something that may be material or significant to you may not be perceived the same way by the Seller.
   - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."
   - **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.**
   - **Explain any "Yes" answers** in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments**.**
5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents the pertain to:
   (i) the condition or repair of the Property;
   (ii) any improvement on this Property;
   (iii) easements, encroachments, or boundary disputes affecting the Property.

   These documents include, but are not limited to, any document:
   (i) prepared in the past or present;
   (ii) provided during any previous transaction or from a previous owner;
   (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
   (iv) whether or not it was provided to the Seller.

   A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ..... ☐ Yes ☒ No
   B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ..... ☐ Yes ☒ No
   C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ..... ☐ Yes ☒ No

   Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

   If Yes to any, provide explanation: _____
   _____
   _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**
   A. Within the last 3 years, the death of an occupant of the Property upon the Property..... ☐ Yes ☒ No (Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)

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Property Address: 10962 Elm Ave, Lynwood, CA 90262
If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
D. Whether the Property is located in, or adjacent to, an "industrial use" zone (In general, a zone or district allowing manufacturing, commercial or airport uses.) ☐ Yes ☒ No
E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
G. Whether the Property is **(i)** a condominium or **(ii)** located in a planned unit development or **(iii)** other common interest subdivision (see **paragraph 14** for more disclosures) ☐ Yes ☒ No
H. Insurance claims affecting the Property within the past 5 years ☒ Yes ☐ No
I. Matters affecting title of the Property ☐ Yes ☒ No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums (See C.A.R. Form WBSA for more information) ☐ Yes ☒ No
L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

If Yes to any, provide explanation: 6. H: Roof repair

7. REPAIRS AND ALTERATIONS: **ARE YOU (SELLER) AWARE OF...**

A. Any alterations, modifications, replacements, improvements, remodeling, or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No
B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
D. Any part of the Property being painted within the past 12 months ☐ Yes ☒ No
E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank) ☒ Yes ☐ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☒ No
(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
F. Whether you acquired the property within 18 months of accepting an offer to sell it ☐ Yes ☒ No
If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property? ☐ Yes ☐ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: **(i)** a list of such Improvements and **(ii)** the name and contact information for each contractor who performed services of $1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below **(i)** a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and **(ii)** for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation: 7. A: Added restroom in back stowage room

8. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors, or appliances ☒ Yes ☐ No
B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR) ☐ Yes ☒ No
C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q) ☐ Yes ☒ No
D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ Yes ☒ No
E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling ☐ Yes ☐ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

If Yes to any, provide explanation: 8. A: Property Item Defects
Roof: Roof repaired

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ☐ Yes ☐ No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property, and if such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Property Address: 10962 Elm Ave, Lynwood, CA 90262
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

10. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property..... ☐ Yes ☒ No
B. Any problem with or infestation of mold, mildew, fungus, or spores, past or present, on or affecting the Property.... ☐ Yes ☒ No
C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

11. PETS, ANIMALS, AND PESTS: **ARE YOU (SELLER) AWARE OF...**

A. Past or present pets on or in the Property..... ☒ Yes ☐ No
B. Past or present problems with livestock, wildlife, insects, or pests on or in the Property..... ☐ Yes ☒ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above..... ☐ Yes ☒ No
If so, when and by whom

If Yes to any, provide explanation: 11. A: Own a dog presently

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS: **ARE YOU (SELLER) AWARE OF...**

A. Surveys, easements, encroachments or boundary disputes..... ☐ Yes ☒ No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways, or other forms of ingress or egress or other travel or drainage ..... ☐ Yes ☒ No
C. Use of any neighboring property by you..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

13. LANDSCAPING, POOL AND SPA: **ARE YOU (SELLER) AWARE OF...**

A. Diseases or infestations affecting trees, plants, or vegetation on or near the Property..... ☐ Yes ☒ No
B. Operational sprinklers on the Property..... ☐ Yes ☒ No
(1) If yes, are they ☐ automatic or ☐ manually operated.
(2) If yes, are there any areas with trees, plants, or vegetation not covered by the sprinkler system. ☐ Yes ☐ No
C. A pool heater on the Property ..... ☐ Yes ☒ No
If yes, is it operational?..... ☐ Yes ☐ No
D. A spa heater on the Property..... ☐ Yes ☒ No
If yes, is it operational?..... ☐ Yes ☐ No
E. Past or present defects, leaks, cracks, repairs, or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage, or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE) **ARE YOU (SELLER) AWARE OF...**

A. Property being: **(i)** a condominium; **(ii)** being located in a planned unit development or; **(iii)** being located in a common interest subdivision..... ☐ Yes ☐ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☐ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)..... ☐ Yes ☐ No
D. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☐ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property..... ☐ Yes ☐ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property..... ☐ Yes ☐ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement..... ☐ Yes ☐ No

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Property Address: 10962 Elm Ave, Lynwood, CA 90262
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ..... ☐ Yes ☐ No

If Yes to any, provide explanation: Section not applicable.

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: **ARE YOU (SELLER) AWARE OF...**

A. Other than the Seller signing this form, any other person or entity with an ownership interest ..... ☐ Yes ☒ No
B. Leases, options, or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association, or neighborhood ..... ☐ Yes ☒ No
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☐ Yes ☒ No
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ..... ☐ Yes ☒ No
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups, or any other person or entity ..... ☐ Yes ☒ No
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel, or material repair of the Property ..... ☐ Yes ☒ No
H. The cost of any alteration, modification, replacement, improvement, remodel, or material repair of the Property being paid by an assessment on the Property tax bill ..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

16. NEIGHBORS/NEIGHBORHOOD: **ARE YOU (SELLER) AWARE OF...**

A. Neighborhood noise, nuisance, or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ..... ☒ Yes ☐ No
B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ..... ☐ Yes ☒ No

If Yes to any, provide explanation: 16. A: Traffic noise

17. GOVERNMENTAL: **ARE YOU (SELLER) AWARE OF...**

A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☒ No
B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions, or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☒ No
C. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☒ No
D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ..... ☐ Yes ☒ No
E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... ☐ Yes ☒ No
F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ..... ☐ Yes ☒ No
G. Existing or proposed Government requirements affecting the Property **(i)** that tall grass, brush or other vegetation be cleared; **(ii)** that restrict tree (or other landscaping) planting, removal, or cutting or **(iii)** that flammable materials be removed. ..... ☐ Yes ☒ No
H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property. ..... ☐ Yes ☒ No
I. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☒ No
J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... ☐ Yes ☒ No
K. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property ..... ☐ Yes ☒ No

If Yes to any, provide explanation: _____

18. OTHER: **ARE YOU (SELLER) AWARE OF...**

A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ..... ☐ Yes ☒ No
B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device ..... ☐ Yes ☒ No
C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ..... ☐ Yes ☒ No
D. Whether the Property was originally constructed as a Manufactured or Mobile home ..... ☐ Yes ☒ No
E. Whether the Property is tenant occupied ..... ☒ Yes ☐ No
If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy) ..... ☐ Yes ☒ No

Property Address: *10962 Elm Ave, Lynwood, CA 90262*
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

F. Whether the Property was previously tenant occupied even if vacant now..... ☒ Yes ☐ No
If Yes, disclose if you know the method or manner of how the tenancy ended.

If Yes to any, provide explanation: *18. E: Owner*
18. F: Owner

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

B. ☐ **(IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

If Yes to any, provide explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from Seller's own duty of disclosure.

Seller Claudia Cardenas Signed by: 51EB6E95BEEE429... *Claudia Cardenas* Date 10/1/2026 | 4:39 PM

Seller Jesse Cardenas Signed by: 3E3EF97F8B044F5... *Jesse Cardenas* Date 10/1/2026 | 4:06 PM

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, Revised 6/26)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated _____, on property known as: 10962 Elm Ave, Lynwood, CA 90262 ("Property") in which _____ is referred to as Buyer or Tenant and Claudia Cardenas, Jesse Cardenas is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: None

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: None

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

DocuSigned by: Claudia Cardenas 51ER6E05DEEE429...

Claudia Cardenas — 10/1/2026 | 4:39 PM PD

Seller or Housing Provider — Date

DocuSigned by: Jesse Cardenas 1E3EF0718B0145F...

Jesse Cardenas — 10/1/2026 | 4:06 PM PD

Seller or Housing Provider — Date

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Property Address: 10962 Elm Ave, Lynwood, CA 90262

2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

eXp Realty of California, Inc. By DocuSigned by: 9/24/2026 | 3:12 PM PD

Agent (Broker representing Seller or Housing Provider) (Please print) — Associate-Licensee or Broker Signature — Date

Eric Gulal

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1B** above.

OR (2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing that are identified in **paragraph 1B** above.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety.*"

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ _____

Buyer or Tenant — Date

_____ _____

Buyer or Tenant — Date

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____ _____

Agent (Broker obtaining the Offer) (Please print) — Associate-Licensee or Broker Signature — Date

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Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name *Claudia Cardenas, Jesse Cardenas* APN *6193-003-007*

Street Address *10962 Elm Ave* Year Built *1940*

City *Lynwood* County *Los Angeles* Zip Code *90262*

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	X				14
2. Is your home bolted to its foundation?				X	15
3. If your home has crawl space (cripple) walls:					
a. Are the exterior crawl space (cripple) walls braced?				X	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?				X	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?				X	19
5. If your home is on a hillside:					
a. Are the exterior tall foundation walls braced?			X		20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?			X		20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?				X	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?		X			22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	*To be reported on the Natural Hazard Disclosure Statement*				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	*To be reported on the Natural Hazard Disclosure Statement*				

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

EXECUTED BY

DocuSigned by: Claudia Cardenas — 10/1/2026 | 4:39 PM PDT

Seller *Claudia Cardenas* 51E80E08BEEE429...

Signed by: Jesse Cardenas — 10/1/2026 | 4:06 PM PDT

Seller *Jesse Cardenas* 3E3EF97F6B04FF0...

Date

I acknowledge receipt of the *Homeowner's Guide to Earthquake Safety* and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

Buyer Buyer Date

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.

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Residential Earthquake Risk Disclosure Statement Addendum

10962 Elm Ave, Lynwood, CA 90262

If you corrected one or more earthquake weaknesses, please describe the work performed:

Is there anything else you would like to disclose?

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CALIFORNIA ASSOCIATION OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY

(This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached)

(C.A.R. Form SBSA, Revised 6/26)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professionals even if Seller or Broker provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you will contain conflicting information. If there are discrepancies between reports, disclosures, or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or correctness of the reports, disclosures, or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or to make any such repairs, corrections, or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement, and your deposit might be at risk.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine **(i)** the basis of the property for income tax purposes; and **(ii)** any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

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A. Investigation of Physical Conditions

A1. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways, or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments, and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company, are often approximations, or are based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised, and Broker(s) recommend, that Buyer hire a licensed surveyor during Buyer's investigation contingency period. Brokers do not have expertise in this area.

A2. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins, and contaminants, including, but not limited to, mold (airborne, toxic, or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, PCBs, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed, and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

A3. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.

A4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or is located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases, a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and if it contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geological problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.

A5. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service during Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets and does not take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation, and structural items, may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company, or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks, or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional to address Buyer's area of concern. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property, or to rely on someone other than an appropriate professional, is against the advice of Brokers. Not all inspectors are licensed, and licenses are not available for all types of inspection activities. Brokers do not have expertise in these areas.

A6. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew, and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and it may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not

limited to, flooding, and leaks in windows, pipes, and roofing. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection, and even a structural pest control inspection. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed, and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

A7. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity, or other factors, and they might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have introduced fleas, ticks, and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

A8. SEPTIC SYSTEMS: Buyer and Seller are advised that a Property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or may have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or is served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines, or a combination of such mechanisms (collectively "System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity, or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition, or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials, and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping, or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping, or providing outlets to ground level. Brokers do not have expertise in this area.

A9. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion, erosion, subsidence, earthquakes, and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage, and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves, or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed, and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

A10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners, and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations or are based upon inaccurate or incomplete records. Fences, hedges, walls, or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners, or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and should rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.

A11. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied and can include defective construction, faulty grading, deterioration of building materials, and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew, and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Even if you, your Broker, or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

A12. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content, and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/ spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's investigation contingency period. Brokers do not have expertise in this area.

A13. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of, infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's investigation contingency period. Brokers do not have expertise in this area.

A14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS: California experiences wildfires that damage and destroy many properties. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law may require sellers to provide buyers with statements of compliance with local mandates if adopted by local agencies, or alternatively may require buyers to obtain statements of compliance after close of escrow. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website http://www.readyforwildfire.org.
Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address and determine which fire hazard zone, if any, that the Property is located in. The viewer is available at https://experience.arcgis.com/experience/5065c998b4b0462f9ec3c6c226c610a9.
Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice

- **A.** California Department of Insurance ("Wildfire Resource") http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
- **B.** Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources http://wildfirerecovery.org/
- **C.** California Department of Forestry and Fire ("Cal Fire") http://fire.ca.gov/ and https://www.readyforwildfire.org/
- **D.** California Department of Transportation https://calsta.ca.gov/
- **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1

Brokers do not have expertise in this area.

A15. PRELIMINARY (TITLE) REPORT: A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer review the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers also recommend that Buyer hire a qualified California real estate attorney to address any questions or concerns Buyer may have regarding title, the preliminary title report, or any matters addressed in this paragraph. Brokers do not have expertise in this area.

B. Property Use and Ownership

B1. ACCESSORY DWELLING UNITS: Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units, and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.

B2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel, or improvement, may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

B3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY: Buyer and Seller are advised that Seller's existing use of the Property may not be consistent with Buyer's intended use or any future use that Buyer makes of the Property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third-party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with Buyer's own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

B4. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront, and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties, and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

B5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

B6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS: Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): **(i)** Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website: https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program. Home warranty policies may not cover such inspections or repairs, **(ii)** the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and http://www.epa.gov/ozone/title6/phaseout/22phaseout.html, and **(iii)** New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: **(i)** designated as a historical landmark, **(ii)** protected by a historical conservancy, **(iii)** subject to an architectural or landscaping review process, **(iv)** within the jurisdiction of the California Coastal Commission or other government agency, or **(v)** subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's investigation contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

B8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct Buyer's own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium or is located

in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability, and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. Whether Buyer does any repairs to the Property during the escrow period, or Buyer takes possession prior to Close of Escrow, or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the Property. While all title insurance policies contain exclusions, as do all insurance policies, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender has mistakenly also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the Property against other possible claimants. Brokers do not have expertise in this area.

B9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Seller does not own the land, and unless Buyer has an agreement with the land owner, Buyer will not own the land upon close of escrow; **(ii)** the right to occupy the land will terminate at some point in time, **(iii)** the cost to lease the land may increase at some point in the future, and **(iv)** Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

B10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess, and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute, and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law, which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation, and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a Property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation, and processing carry the risk of causing mold, fungus or moisture damage to a Property; additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a Property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a Property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" (https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at https://www.justice.gov/opa/press-release/file/1022196/download. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the Property, and clean up requirements when authorities identify a Property as being contaminated by methamphetamine. Buyer is advised that a Property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the Property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

B11. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

B12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES: Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the

costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require **(i)** the installation of operable smoke detectors, sprinklers, or other fire suppression systems, **(ii)** bracing or strapping of water heaters, and **(iii)** upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

B14. SHORT TERM RENTALS AND RESTRICTIONS: Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B15. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B16. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.

B17. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: **(i)** limitations on the amount of water available to the Property, **(ii)** restrictions on the use of water, and **(iii)** an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

B18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

C1. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: **(i)** Stray golf balls – Any residence near a golf course may be affected by errant golf

balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. **(ii)** Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. **(iii)** Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. **(iv)** Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

C2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions http://www.faa.gov/uas/faqs/). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

C3. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

C4. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding, and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's investigation contingency period. Brokers do not have expertise in this area.

C5. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's investigation contingency period. Brokers do not have expertise in this area.

C6. WILDLIFE: California is home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife, and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

C7. SEA LEVEL RISE/COASTAL PROPERTIES: Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

A. California Coastal Commission contact information: https://www.coastal.ca.gov/contact/#/
B. State Lands Commission contact information: https://www.slc.ca.gov/contact-us/
C. National Oceanic and Atmospheric Administration (sea level rise page): https://coast.noaa.gov.slr/
D. California Coastal Commission (sea level rise page): https://www.coastal.ca.gov/climate/slr/
E. Federal Emergency Management Agency (FEMA): https://www.fema.gov/flood-maps; https://msc.fema.gov

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

D1. DEATH ON THE PROPERTY: California Civil Code § 1710.2 protects a seller from: **(i)** failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and **(ii)** failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.

D2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's investigation contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.

D3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, childcare facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at http://www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.

D4. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's investigation and insurance contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.

D5. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: **(i)** Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed $1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is $300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. **(ii)** California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is $100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

D6. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult Buyer's lender and/or insurance agent during Buyer's investigation contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

D7. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://www.meganslaw.ca.gov/. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

D8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or Seller's agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

D9. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

D10. ELECTRIFICATION OF ENERGY SOURCE: Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

E1. ELECTRONIC SIGNATURES: The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read documents carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign, ask your Broker, Agent, or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there is more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

E2. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be

enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

E3. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.

E4. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

E5. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

E6. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

E7. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS: The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is $300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

E8. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form NDA). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.

E9. ONLINE OR WIRE FUNDS TRANSFERS: Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

F1. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: **(i)** may last for a fixed period of time or in perpetuity, **(ii)** are typically calculated as a percentage of the sales price, and **(iii)** may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

F2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at http://www.cpsc.gov/ during Buyer's investigation contingency period. Another source affiliated with the CPSC is http://saferproducts.gov/ which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

F3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

F4. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

F5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

F6. PACE LOANS AND LIENS: The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

F7. RE-KEYING: All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.

F8. SOLAR PANELS AND NET ENERGY METERING: Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **Solar panel systems may have net energy metering**. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.

F9. RECORDING DEVICES: Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

F10. WOOD BALCONIES, STAIRS AND OTHER STRUCTURES: Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):
The following disclosures or advisories are attached:

A. ☐ _____

B. ☐ _____

C. ☐ _____

D. ☐ _____

Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.

BUYER _____ Date _____

BUYER _____ Date _____

SELLER DocuSigned by: Claudia Cardenas 51EB6E95BEEE429... *Claudia Cardenas* Date 10/1/2026 | 4:39 PM PDT

SELLER Signed by: Jesse Cardenas 3E3EF97F8B044F5... *Jesse Cardenas* Date 10/1/2026 | 4:06 PM PDT

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CALIFORNIA ASSOCIATION OF REALTORS®

MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
   B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value ; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
      (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
      (2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
      (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

3. SELLER CONSIDERATIONS: As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

Seller DocuSigned by: Claudia Cardenas 51EB6E95BE8E429... *Claudia Cardenas* Date 10/1/2026 | 4:39 PM PDT

Seller Signed by: Jesse Cardenas 3E3EF97F8B044F5... *Jesse Cardenas* Date 10/1/2026 | 4:06 PM PDT

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LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

The Local Area Disclosures for San Diego County ("LAD") should be reviewed by Buyer and Seller along with the Statewide Buyer and Seller Advisory ("SBSA") from the California Association of REALTORS® ("C.A.R."), and all other disclosures. The LAD provides information on conditions in San Diego County which may impact Buyer's decision to purchase the Property and is an advisory to Buyer and Seller. Buyer and Seller are urged to carefully read all pages of the LAD.

- **The LAD does not relieve Seller or Brokers from making disclosures legally required of them.**
- **The LAD does not eliminate Buyer's duty to conduct a thorough physical inspection and investigation of the Property.**
- **Buyer is advised to investigate, and obtain additional information on, all issues of concern to Buyer and not to rely solely on information from Seller and Brokers.**
- **Buyer is advised to consult with qualified professional advisors, consultants and appropriate governmental authorities in evaluating information related to the Property. Brokers do not have expertise in these areas.**
- **Buyer is advised that Brokers do not verify the results of any inspections or guarantee the performance of any inspector.**
- **In every instance in the LAD that advises Buyer to investigate or verify information, this should be done *before* removing contingencies in the purchase agreement ("RPA").**

DISCLAIMER: The LAD is produced by the Greater San Diego Association of REALTORS® ("SDAR"), which has been doing so since 2003. The LAD is based on information obtained primarily from its members who conduct business throughout San Diego County and are familiar with commonly used local disclosures in those areas. SDAR believes the sources of information are reliable but has not verified all information. Conditions impacting the Property or area (especially those listed in "Specific Area Disclosures") may have changed since the LAD was published.

THE LAD HAS BEEN APPROVED BY SDAR. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY PARTICULAR TRANSACTION.

* * *

To request that a local disclosure be included in a future publication of the LAD, please contact the SDAR Risk Management Department via e-mail at *riskmanagement@sdar.com*.

Published and distributed by:
Greater San Diego Association of REALTORS®
4845 Ronson Court, San Diego, CA 92111-1803
(858) 715-8000 • www.sdar.com
Revision Date: January 2024

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A. General Disclosures

The best source for regional information is San Diego County's regional agency, the San Diego Association of Governments (SANDAG): *www.sandag.org.*

1. Insurance for Homeowners and HOA's

Due to ongoing changes in the insurance industry, including those caused by fire and natural disaster, it is important that Buyer thoroughly research the availability and cost of homeowner's insurance prior to removing their investigation contingency in the RPA. Properties with homeowners associations (HOA's) may have separate insurance requirements paid through the HOA fees. Increasing insurance costs may also result in Special Assessments in addition to HOA fees. Buyer is urged to review all HOA documents received to determine the financial condition of the HOA and possible future assessments. See also SBSA Paragraph F.3.

2. Showing Property with Hazardous Conditions

Buyer, including any prospective Buyer or others going onto the Property should heed any warnings of possible environmental hazards and take necessary precautions to protect themselves when entering the Property. If warranted, these parties are advised to consult with appropriate industrial/residential environmental specialists to determine the risk of entering the Property.

3. Vacant Land Scams

Various scams have occurred involving fraudulent attempts to sell properties owned by others. These individuals often claim they need an expedited sale and are unwilling to meet the agent in-person. This should be a "red flag" prompting extreme caution. The San Diego County Assessor/Recorder/County Clerk office has set up an Owner Alert system to help protect property owners from real estate fraud. Visit: *https://www.sdarcc.gov/content/arcc/home/divisions/recorder-clerk/recording/owner-alert-html* or call (619) 238-8158 or email: OwnerAlert@sdcounty.ca.gov.

4. Rooftop Solar

Buyer is advised to verify the ownership or lease requirements of any solar panel system that will transfer with the Property. Many sellers are unaware of the terms and conditions attached to their solar agreements. Buyer is urged to request all documentation and determine whether the solar panel system is owned or leased. Systems may be leased, owned, and other contracts may involve the leasing of roof top square footage for the placement of panels which are owned by a third party. Buyer is advised to retain the services of a solar-qualified contractor for evaluation.

5. Sidewalk Liability

Some municipalities may require a property owner to maintain and indemnify the city or county for repairs and/or injuries relating to the sidewalk(s) in front of or adjacent to the Property. Any sidewalk repairs may require permits and inspections at the Property owner's expense. Buyer is advised to inspect the sidewalk and consult with governmental officials and Buyer's homeowner's insurance carrier before removing contingencies in the RPA.

6. Attractions, Amusement Parks, and Casinos

Buyer and Seller are advised that various public attractions and amusement parks may impact the traffic in the area near the Property or create noise which may concern some Buyers. Buyer is advised to investigate the impacts from such attractions including the San Diego Zoo and Safari Park, SeaWorld, Aztec Stadium, Petco Park, Legoland, North Island Credit Union Amphitheater, Sesame Place, Mission Bay, Waterfront Park San Diego, Pechanga Arena, various casinos and resorts throughout the county, wineries that hold music events, and other public event venues.

7. Regional Planning

Buyer and Seller are advised that the Regional Comprehensive Plan serves as the long-term planning framework for the San Diego region. It provides the broad context in which local and regional decisions are made. Visit *www.sandag.org/regionalplanning* for more information.

The City of San Diego General Plan provides a comprehensive policy framework for how the City should grow and develop. There are also over 50 smaller community plans which provide additional detailed land use designations and site-specific policy recommendations. For information visit *www.sandiego.gov/planning/genplan*. Other general or comprehensive plans may exist. Buyer is urged to contact the applicable authority for more information.

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8. Residential and Commercial Development

Residential and commercial development occurs on an ongoing basis in San Diego County. Some developments are mentioned in this disclosure, but this should not be considered a comprehensive list. Buyer is urged to investigate to determine any new developments planned near the Property.

9. Construction and Soils Defects -- Prior, Pending, or Threatened Litigation

Buyer and Seller are advised that many subdivisions and condominiums in San Diego County have been subject to litigation for construction and soils defects arising out of the original construction of homes. The status of any legal action and the repairs to remedy the defect may impact the values and use of the Property. It is important to verify the status of any threatened, pending or resolved legal action, including what repairs were made, for the residence and subdivision. For further information, contact the homeowners association, if one exists, or the original home builder.

10. Fireplaces

Buyer and Seller are advised that some areas of San Diego County, including areas in Santee, Tierrasanta, Scripps Ranch, Rancho Peñasquitos, and Rancho Bernardo, may have homes with Rampart General Fireplaces in some homes. These fireplaces were precast concrete fireplaces brought to the site and erected instead of built at the site through masonry work. These fireplaces have been known to crack, and many fireplace inspectors, chimney sweeps, and contractors will not attempt to repair them. Any repairs, if even possible, are likely to be costly, if available and most likely replacement of the fireplace will be necessary.

11. Homeowners Associations

Buyer and Seller are advised that the Property may be subject to mandatory membership in one or more homeowners associations (HOAs). HOAs may impose restrictions on the use and development of Property according to the HOA's Conditions, Covenants and Restrictions (CC&Rs) and Bylaws. If there are multiple HOAs, they may each charge separate dues.

12. Prisons and Jails

Buyer and Seller are advised that there are prisons, jails, and detention centers located in the County of San Diego which may influence Buyer's decision to purchase. Buyer is advised to investigate the impact, if any, of such facilities.

13. Proposition 65

Buyer and Seller are advised that the California Safe Drinking Water and Toxic Enforcement Act of 1986, also known as Proposition 65, which became effective January 1, 1988, concerns potential health danger from hazardous chemicals. Proposition 65 requires all businesses (including all builder of residential homes) to provide a warning to the public of the danger of potential harm by exposure to these chemicals.

14. Historic Review/Historic Districts

Buyer and Seller are advised that many municipalities in San Diego County have historic resource ordinances which can impact a Property owner's ability to modify or demolish a Property. In the City of San Diego, for example, a building not located in an exempt area that is at least 45 years old may be subject to historic review before demolition or exterior modification is permitted. The City of San Diego also has a number of Historic Districts that may impact whether a Property may be modified. Buyer should contact the planning department of the city (or the county) to determine what impact a historic ordinance may have on the Property. For properties located in unincorporated areas, contact the County Department of Planning and Land use, Historic Site Board 858.694.3656 or visit *https://www.sandiego.gov/planning/work/historic-preservation-planning/reviews-over-45.* For more information on historic districts, visit *https://www.sohosandiego.org/ourmuseums/ourmuseums.htm.*

15. Golf Course Closures

Buyer and Seller are advised that if the Property is located on or near a golf course, there is a possibility of closure of the golf course and potential redevelopment thereof which may affect the value or desirability of the Property. Multiple golf courses in San Diego County have closed in recent years and more may follow. For more information on a certain golf course, Buyer is advised to contact the appropriate local authority, such as an affiliated HOA or golf course manager.

16. Rental Restrictions

a. Short-Term Rental Restrictions

Buyer and Seller are advised that multiple cities within San Diego County are restricting the short-term rental of residential properties. Further regulation and the outcome of related legal and regulatory challenges may affect the value, use, or desirability

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of the Property. Buyer is advised to investigate these issues with the appropriate government authority or third-party professionals.

b. Rent Control and Just-Cause Eviction Law

California's Tenant Protection Act of 2019 (effective Jan. 1, 2020) imposes statewide rent control measures for just-cause tenancy termination. Statewide and local governmental restrictions may further restrict the ability of landlords to evict a tenant, raise rents or take other action related to the tenancy. Cities and counties may implement greater restrictions than the state, and the laws are in constant flux. Buyer and Seller are urged to investigate how such regulations may impact their ability to evict a tenant or take other tenant-related action. If you have any questions on how the law may affect your ownership of the property as a landlord, you should consult with a qualified real estate attorney for advice. See also SBSA, Page 7, Paragraphs 12 and 14.

17. Parking Restrictions

Buyer and Seller are advised that certain towns and cities in San Diego County restrict on-street parking in residential and commercial areas, including to provide for bike lanes and outdoor dining in commercial areas. Buyer is advised to investigate these issues with appropriate local authorities, as conditions may change.

18. Trolley and Trains

Buyer and Seller are advised that trolleys and trains run throughout San Diego County which may create noise and impact traffic. New or expanded tracks may also be proposed. For further information regarding train routes, development and possible expansions, visit *www.gonctd.com* for maps and updates. Trolleys and train information can be accessed at *https://511sd.com/sd511/transit/MTS.aspx*. Refer to Section C.2 below for additional information.

19. Homelessness and Illegal Encampments

Buyer and Seller are advised that there are numerous illegal encampments of people experiencing homelessness in San Diego County, including in urban and undeveloped areas, canyons, and parks. People experiencing homelessness also live in their vehicles on and off public streets. Buyer is advised to investigate the impact, if any, of such activity on the Property, including contacting appropriate government authorities.

20. Property Photographs and Data Online

Buyer and Seller acknowledge and understand that the Property was likely listed in the Multiple Listing Service and advertised for sale on the Internet. As such, persons listing or entering on the Property may have photos and/or videos of the Property. Once images of the Property are taken or put on the Internet or otherwise, neither the Broker nor the Seller has control over the use of the images, how long they are available to the public via the Internet, or who views such images after the sale of the Property.

21. View Restrictions

Buyer and Seller are advised that coastal and other areas may be subject to governmental development or height restrictions to preserve views. Buyer is advised to contact appropriate government authorities on such restrictions.

22. Electrical Blackouts to Prevent Fires

Buyer and Seller are advised that San Diego County experiences wildfires due to high winds and dry conditions. See SBSA, page 10, paragraph D.4, Fire Hazards. In recent years, utility companies have been forced to shut off electricity to certain areas to prevent fires which have allegedly been caused by downed power lines. This may cause disruption of electrical service to the Property. Buyer is advised to investigate the potential impact such electrical disruption may have on the Property.

23. Mediation and Arbitration

As set forth in the purchase agreement (RPA), paragraphs 30 and 31, the parties have a right to resolve their disputes through mediation and arbitration according to the terms in these paragraphs. The parties may be able to choose the Real Estate Mediation Center operated by SDAR. For more information, visit: *http://realestatemediationcenter.com* and REMC's brochure on mediation and arbitration, also found on this website.

24. Accessory Dwelling Units

Accessory Dwelling Units (ADUs) may be allowed on the Property, with approval, which can include one or more units, including second story ADUs. Buyer is advised to verify any future plans to develop, remodel or construct ADUs on the Property, including what could be built on neighboring properties if this is a concern to Buyer. ADUs can affect the Property, including density, view, noise, and parking. Many

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elements are involved with ADUs, including limited utility connections (water, gas, electric, septic/sewer requirements), height/size/setback limitations requirements, various engineering/design limitations, permitting and costs. If Buyer is contemplating building an ADU, they are advised to consult with a qualified contractor and architect before removing contingencies in the RPA. See also, SBSA, Paragraph B.1.

25. Preliminary Report and Title Policy

Buyer and Seller are advised to carefully review the preliminary title report for any title concerns, including easements, and to contact the title officer listed on the report with any questions. Buyer should also ask the title officer about title insurance coverage options to be sure appropriate title policy is ordered.

B. Environmental Disclosures

1. Animals and Insects

Buyer and Seller are advised that the Property, and surrounding areas, may be inhabited by various species of animals and pests, from insects and bees, rodents and bugs to large animals such as mountain lions, bobcats, coyotes, bears, snakes and reptiles, which may pose hazards. Areas may also be subject to domestic and farm animals, and non-native and endangered species which may pose a hazard to occupants, and may impact the potential development of a property.

2. Coastal Cliffs and Beach Areas

Buyer and Seller are advised that building structures located near or on the edge of coastal cliffs and beach areas may be prone to erosion and sea level rise resulting in damage. The stability of the soils and other geological characteristics can impact the Property and the ability to build on the Property.

3. Electrical and Magnetic Fields (EMFs)

Buyer and Seller are advised that Electric and Magnetic Fields (EMFs) are found wherever there is electricity, including underground power lines. Brokers are not qualified to explain potential risks, if any, associated with EMFs. Public concern with EMFs may affect the value of a property in close proximity to high-voltage power lines. For further information, visit *https://www.sdge.com/sites/default/files/final_emf_s1510006_eng.pdf.*

4. Cell Phone Towers and Coverage

Buyer and Seller are advised that communities throughout San Diego County may contain cell phone towers which are not always apparent as they can be disguised as trees, etc. Some areas of the county have limited or no cell phone coverage. If Buyer is concerned with proximity of such towers to the Property, their potential impact on the Property or residents, or cell phone coverage, buyer is advised to investigate. Brokers are not qualified to provide advice on these issues. For more information see: *https://www.epa.gov/radiation/where-can-i-find-information-about-living-near-cell-phone-tower.* See also SBSA Environmental Hazards.

5. High Speed Internet

Some areas of San Diego County may not have high speed Internet service, or may have limited or no Internet access. Buyer is advised to investigate these issues before purchasing.

6. Flood Hazards

Buyer and Seller are advised that flooding can occur throughout the county during storms and heavy rains, resulting in property damage, slippage of embankments, and leaks to structures. Areas particularly affected by storms are river valleys, including Mission Valley, San Dieguito River Valley, San Luis Rey River Valley and various coastal areas. A property's history of flooding and its propensity to flood may impact its value and use, and availability and cost of flood insurance. For more information, see the SBSA Page 10, Paragraph D.6, and visit the FEMA website: *http://www.fema.gov/floodplain-management* and County website: *https://www.sandiegocounty.gov/content/sdc/sdcfcd.html.*

7. Landfills

Buyer and Seller are advised that within San Diego County there are several active landfills, including the Borrego Landfill, Las Pulgas Landfill, Miramar Landfill, Otay Landfill, San Onofre Landfill, Sycamore Landfill located in Santee and other known or undis-

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covered, inactive landfills located within San Diego County. These landfills can also cause odor to travel for miles. For more information on these and other possible landfills visit *https://www.sandiego.gov/environmental-services/miramar.*

8. Defective Drywall

Buyer and Seller are advised that some homes built between 2001 and 2009 may contain defective drywall imported from China. Some residents of properties with this drywall have reported problems, including adverse health effects. Eliminating problems with this drywall may require its removal from the home. For more information, visit: the Consumer Product Safety Commission website at *https://www.cpsc.gov/safety-education/safety-education-centers/drywall-information-center/how-can-i-tell-if-my-home-has-problem-drywall*.

9. Hazardous Materials

Buyer and Seller are advised that the Property may contain hazardous materials, including asbestos, lead, radon, formaldehyde. Various hazardous materials, such as paint, solvents, cleaning supplies or insecticides, may remain on the Property after close of escrow and require special handling, removal and disposal. Information on these and other hazards is contained in the Homeowner's Guide to Environmental Hazards.

10. Lead Hazard Inspection

Buyer and Seller are advised that the Centers for Disease Control and Prevention (CDC) has identified lead poisoning as the number-one preventable environmental hazard facing children. The primary source of poisoning is found in deteriorated lead-based paint and associated dust in residential units built before 1978, the year lead was banned from residential paint. For residences built before 1978, Buyer is to receive the Federal Lead-Based Paint Pamphlet and disclosure by seller of any known lead-based paint. Review this information carefully and consider hiring a certified lead-based paint inspector to assess potential lead hazards. For further information, contact the California Department of Public Health certified inspector/assessor at *https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/edmatls.aspx* or *https://www.epa.gov/lead.*

11. Methane Gas

Buyer and Seller are advised that methane gas has been found in many areas of San Diego County. Methane is a colorless and odorless gas that exists naturally. When found in high concentrations, if not properly mitigated in accordance with county and city standards, methane can cause breathing problems and can burn or explode.

12. Nuclear Energy/Material

a. San Onofre Nuclear Generation Station

Buyer and Seller are advised that this inactive nuclear power facility located on the San Diego coast, near the Orange County line, contains two nuclear power generators and stores radioactive waste. For further information, including an Emergency Plan and Evacuation Zone Map, view the following websites: U.S. Government Nuclear Regulatory Commission: *www.nrc.gov*; Beyond Nuclear Institute: *https://beyondnuclear.org/nuclear-power/*; Union of Concerned Scientists: *https://www.ucsusa.org/energy*;
Nuclear Information & Resource Service: *www.nirs.org*.

b. Naval & Military Bases

Buyer and Seller are advised that various military bases, including North Island Naval Air Station, Naval Amphibious Base, Pt. Loma Submarine Base and 32nd Street Naval Station contain naval vessels which may carry nuclear weapons and/or may be nuclear powered. For further information, visit *www.militarybases.com*.

13. Trees, Crops and Vegetation — Economic Significance

Buyer and Seller are advised that if any trees or crops located on the Property are of economic significance to Buyer, Buyer should obtain from a qualified professional a grove report, verifying tree or plant count and the costs to maintain the trees or crops. Commercial and private agriculture areas are also subject to land and air insecticide spraying which may impact surrounding areas.

14. Private Waste Disposal Systems

Buyer and Seller are advised that if the Property is serviced by a private waste disposal or septic system, its condition, capacity and future expansion potential will affect the value and use of the Property. Changes in the use or condition of the system may also require that the Property be connected to the municipal sewer system, at the owner's expense. For more information, contact the local municipal water and sewer department.

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15. Toxic Mold Advisory

Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms may cause health problems in certain individuals. Not all hazardous organisms are detectable by visual inspection by Brokers or even by a professional home inspector. If concerned, Buyer should retain the services of an environmental expert to conduct appropriate tests of the Property. For more information on toxic mold and other health hazards, visit California Dept. of Public Health (CDPH): *https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHIB/CPE/Pages/Mold.aspx;* U.S. Environmental Protection Agency (EPA): *https://www.epa.gov/mold/mold-and-health.*
See also, SBSA Mold.

16. General Environmental Concerns

Buyer and Seller are advised that environmental concerns may affect the development and use of a property including local restriction on use, contamination of grounds and wells, proximity to a county dump, requirement of an Environmental Impact Report prior to building, preservation of endangered plants and animals, preservation of Native American artifacts, percolation tests for septic systems and utility pumps.

17. Desalination Plants

Buyer and Seller are advised that a desalination plant located in Carlsbad provides a portion of water to the county. Additional desalination plants, including in Oceanside, may be constructed in the future. Buyer is advised to investigate the impact of such facility on the Property. *https://www.carlsbaddesal.com/; https://www.sdcwa.org; https://www.ci.oceanside.ca.us/government/water-utilities; https://www.sweetwater.org/251/Reynolds-Groundwater-Desalination-Facili*; *https://www.olivenhain.com/your-water-supplies/desalination/.*

18. Water Availability and Quality

Buyer and Seller are advised that periodic droughts may impact the availability and cost of water. Use of water may be restricted during periods of drought. Quality of water varies by area. Various areas in the County are serviced by well water. Buyer is advised to contact the local water district for more information.

19. Outdoor Lighting Ordinance

Buyer and Seller are advised that various areas in the county, including near Palomar Mountain, Valley Center, Pauma Valley, Warner Springs, Descanso, Pine Valley, Cuyamaca, Boulevard, and several additional communities that fall within a 15-mile radius around the astronomical observatories at Palomar Mountain and Mount Laguna are subject to "dark sky" outdoor lighting ordinance as is designated as "Zone A" with significant restrictions on outdoor lighting.

Julian and Borrego Springs are International Dark Sky Communities and are designated as "Zone C" with significant restrictions on outdoor lighting. Additional communities may become subject to "dark sky" outdoor lighting ordinance. Buyer and Seller are advised to review the Light Pollution Chapter beneath "Title 5 Regulation of Buildings, Mobilehome and Special Occupancy Parks and Trailer Coaches" of the San Diego County Code of Regulatory Ordinances: *https://codelibrary.amlegal.com/codes/san_diego/latest/sandiego_regs/0-0-0-76851.*

20. Quarries

Properties in the vicinities of the rock quarries may experience occasional explosion and equipment noise, increased industrial traffic and dust from quarry operations. Buyer is advised to investigate locations of quarries in and around the Property in addition to various safety hazards quarries may present. Proximity to a quarry does not affirmatively establish the risk or safety of the Property. Buyer is advised to consult with appropriate experts. Below is a partial list of potential resources provided as a starting point for Buyer/Seller investigations and not as an endorsement or guarantee that any Federal, state, county, city or other resource will provide complete advice. For information visit *https://quarriesandbeyond.org/states/ca/quarry_photo/ca-san_diego_photos_1_b.html* and *https://www.sandiegocounty.gov/* (and search "quarry")

21. High Winds

Buyer and Seller are advised that if the Property is located in an area subject to high winds, the property may suffer or incur damage from fire, blowing dust, sand and debris, and such winds can dislodge roof tiles and shingles and cause trees to fall. From time to time, all areas of the county are subject to high winds which can cause damage to structures and be susceptible to fire and blown embers. Buyer is advised to prepare for such events by securing their Property and keeping trees and vegetation trimmed.

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22. Soil and Geologic Hazards and Conditions

For information on these topics, see SBSA, Paragraphs 4 and 9.

23. Gas Pipelines

Buyer and Seller are advised of the existence of underground "transmission" pipelines used to transport natural gas, crude petroleum, and refined petroleum liquids such as gasoline, jet fuel, and ethanol in San Diego County. In addition, smaller "distribution" pipelines that operate at lower pressures also exist in San Diego County. Each home that uses natural gas is connected to an underground gas distribution pipeline. Pipeline proximity has become a concern to some homeowners following a number of pipeline disasters in the U.S. While buried pipelines can present a risk of explosion, fire, and other health hazards, proximity to a pipeline does not of itself indicate a safety risk. Information on the location of transmission pipelines can be obtained from Natural Hazard Disclosure (NHD) providers. At this time, not all NHD providers report this information. Information on the location of hazardous liquid and natural gas transmission pipelines can also be obtained from the National Pipelines Mapping System at: *https://www.npms.phmsa.dot.gov/.* San Diego Gas & Electric provides gas pipeline information which can be accessed at: *http://www.sdge.com/safety/gas-safety/pipeline-map.*

C. Traffic, Roads and Transportation

Buyer is advised to investigate road conditions and traffic in the areas Buyer intends to travel. For highway conditions, call 1.800.427.7623. The City of San Diego website, *https://www.sandiego.gov/transportation*, as well as SANDAG's website, *https://keepsandiegomoving.com/Home.aspx*, include information on traffic, road closures and upcoming projects. Traffic and road disclosures are not an exhaustive list. If concerned, Buyer should investigate further.

1. Major Freeways – Traffic

Buyer and Seller are advised that Interstates 5 (I-5), 15 (I-15) and 805 (I-805) and State Routes 125 and 163 are major San Diego County north-south freeways. Highways 52, 56, 76, 78, 94, and Interstate 8 (I-8) are major San Diego County east-west freeways. Due to increased traffic volume and timing, these freeways and their interconnecting roads may regularly experience traffic resulting in delays. For current traffic information, visit *http://traffic.511sd.com*.

2. Mass Transit

Buyer is advised to investigate any mass transit concerns Buyer may have, including contacting the Metropolitan Transit Development Board at 619.231.1466 or visit *www.sandiego.gov/planning/programs* and look for "Mobility Planning" link for more information. *https://www.sandag.org.*

a. Buses: For information on bus routes, contact: For San Diego, visit *www.sdmts.com*. For North County, call the North San Diego County Transit District (NCTD) at 760.966.6500, or visit *www.gonctd.com*.

3. Vehicle Miles Traveled VMT Subdivision/Redevelopment

Buyer is advised to investigate state and local mandated restrictions on development due to location and vehicle miles traveled (VMT). For further information contact the state and local authority to investigate or visit *https://www.sandiegocounty.gov/content/sdc/pds/SB743.html.*

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D. Air Traffic and Airport Disclosures

Buyer is advised to investigate the area in which the Property is located before purchasing for potential impacts from aircraft noise, flyovers or airports. These disclosures are not an exhaustive list of airports or airfields that may affect county residents.

1. Aircraft Noise — General

Buyer and Seller are advised that some areas are subject to noise emitted by military and/or civilian aircraft including helicopters. Properties near a commercial airport or military facility may be impacted by this activity. If a Property is in the vicinity of the following civilian airports or military airfields, further information on the Airport Land Use Commission (ALUC) may be obtained by contacting the appropriate airport management: (a) Agua Caliente Airport, (b) Borrego Valley Airport, (c) Brown Field, (d) Fallbrook Airpark, (e) Gillespie Field, (f) Jacumba, (g) Marine Corps Air Station Miramar, (h) Marine Corps Base Camp Pendleton, (i) McClellan-Palomar, (j) Montgomery Field, (k) Naval Air Station North Island, (l) Naval Outlying Field Imperial Beach, (m) Oceanside, (n) Ocotillo, (o) Ramona, (p) San Diego International, or private airports. Buyer and Seller are further advised that flight paths may be temporarily or permanently altered without notice to affected residents.

2. Aircraft Noise — MCAS Miramar, Camp Pendleton

a. Buyer and Seller are advised that the Property may be located in an area subject to aircraft noise or overflights of aircraft, including aircraft transitioning to and from Marine Corps Air Station (MCAS) Miramar. Aircraft regularly fly over the coast and I-15 corridor to reach Camp Pendleton. Currently, there are no restrictions on the hours of operation for MCAS Miramar, and if necessary can operate 24 hours a day, seven days a week.

b. Buyer and Seller are advised that impacts generated by the use of aircraft at MCAS Miramar can affect the use and enjoyment of the Property. Further information may be obtained by reviewing the Final Environmental Impact Statement for Realignment of MCAS Miramar, available at many San Diego area public libraries, and contacting the Commanding General, Community Plans and Liaisons, MCAS Miramar, P.O. Box 452000, San Diego, CA 92145; 858.577.6603.

c. Buyer and Seller are advised that if the Property is located within a 25-mile radius of the U.S. Marine Corps Air Station or Camp Pendleton, military operations may have an impact on the Property.

3. Proposed Airport Sites & Runway Expansion

Buyer and Seller are advised that various areas in San Diego County have been proposed, or are being considered, as site for a future international airport, including expanding Lindbergh Field. Additionally, the runway at Carlsbad's McClellan-Palomar will likely be extended to accommodate larger jets, possibly causing additional noise and increased traffic. For further information contact the San Diego County Regional Airport Authority at *www.san.org* or visit SANDAG at *www.sandag.org*.

4. Air Installation Compatible Use Zone (AICUZ)

The Department of Defense's (DOD) Air Installation Compatible Use Zone (AICUZ) Program is to protect the health, safety, and welfare of those living on and near a military airfield. AICUZ seeks to identify areas near airfields that might be impacted by noise or aircraft mishaps. If you are considering purchasing a property near such airfields, including in Coronado, Imperial Beach, Point Loma or areas surrounding MCAS Miramar, you are advised to investigate this issue, contact appropriate authorities, and review:

a. The San Diego Airport Land Use Commission has issued a draft (May 2017) of their latest Airport Land Use Compatibility Plan (ALUCP) for North Island/ Imperial Beach based on the Navy AICUZ. This ALUCP may mandate the City of Coronado to change the zoning, specific use, and permitting process for parcels located in the zones identified in the AICUZ and ALUCP. Visit: *https://www.miramar.marines.mil/Resources/Air-Installations-Compatible-Use-Zones/*.

b. The USMC AICUZ study for Marine Corps Air Station (MCAS) Miramar is more dated but is available at the MCAS Miramar website: www.miramar.usmc.mil. Portions of Sorrento Valley, Carmel Valley, and University City are included in what the Marine Corps refer to as Accident Potential Zones.

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E. Specific Area Disclosures

These disclosures cover various communities and are not exhaustive. Buyer should not assume that any community not listed is free of concerns. Buyer is advised to investigate the area to learn what specific conditions may exist. Because services to the Property are affected by whether the Property is in an incorporated city or unincorporated area of the county, Buyer should verify the Property status.

1. COASTAL

a. California Coastal Commission

Buyer and Seller are advised that development or construction on property within the coastal zone may be subject to the jurisdiction and regulations of the California Coastal Commission, or local regulations approved by the Coastal Commission. The coastal zone extends a great distance inland in various areas of San Diego County, depending upon the location of coastal habitat, sloughs, and other waterways affected by ocean tides. The development of beachfront property may also be impacted by the determination of "mean high tide lines" in relation to the boundary lines for beachfront property. For further information, contact the California Coastal Commission at 619.767.2370 *https://www.coastal.ca.gov/*. Transfers of leases with the California Coastal Commission for land in the coastal areas may not appear in a preliminary or final title report. Buyer is advised to investigate any impact on the property.

b. Coastal - Sea Level Rise

Buyer and Seller are advised that coastal communities in the county are working with the California Coastal Commission to address issues related to climate change and sea level rise, including potential changes in flood maps, flood risks and insurance. For more information on how this may impact properties adjacent to the ocean, including any mitigation plans, contact the local jurisdiction handling this issue. Also, visit: *https://www.coastal.ca.gov/climate/slr/*.

c. Coastal View Restrictions

Buyer and Seller are advised that various properties in San Diego County, including those on the coast and those subject to the Midway Height Restrictions may have governmental development or height restrictions to preserve views. Buyer is advised to contact the appropriate government authority on such restrictions.

d. Equestrian Facilities and Clean Water Act

Buyer and Seller are advised that there has been litigation involving claims that equestrian facilities have violated the Federal Clean Water Act. If Buyer is concerned with how this may impact the Property, Buyer is advised to investigate this issue, including reviewing the Coast Keepers website at *www.coastkeeper.org*.

e. Camp Pendleton

Buyer and Seller are advised that a live-fire-artillery range exists at the Marine Corps Base, Camp Pendleton. Periodic training exercises occur at Camp Pendleton which includes the detonation of military ordnance. During training exercises, noise from the artillery and ordnance can be heard in some areas of North San Diego County. For further information, contact Camp Pendleton at 760.725.4111 or visit *www.pendleton.marines.mil*. For noise inquiries, contact Range Operations Division Offices at 760.725.0358 during the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday. After normal business hours (and weekends), contact the Command Duty Officer at 760.725.5061.

f. Coronado Island (City of Coronado)

Buyer and Seller are advised that:

i. Naval Base Coronado. This base comprises North Island Naval Station, Naval Amphibious Base Coronado, Outlying Landing Field Imperial Beach, and a number of other small facilities. Military ordnance, possibly including nuclear weapons, may be stored at these facilities. Nuclear powered warships moor at NAS North Island. For more information about Naval Base Coronado, visit its website: *www.cnic.navy.mil/regions/cnrsw/installations/navbase_coronado.html*.

ii. Coastal Campus Expansion - Coronado Cays. The Navy is currently developing 170 acres on the south end of Coronado for training and administrative center.

iii. Traffic. Traffic to and from Naval Base Coronado can be heavy including on the bridge and particularly on the following streets: First, Third, Fourth, Orange, Alameda, Ocean, Pomona, and Silver Strand Boulevard. For more information, visit *www.cnic.navy.mil/coronado/index.htm*.

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iv. Development. City of Coronado development and zoning standards have changed in recent years. Buyer should verify with the City of Coronado any proposed changes to existing structures and/or zoning constraints on new construction. Many structures no longer comply with the current zoning code.

v. Historic Demolition Ordinance. The City of Coronado has implemented an ordinance which may limit a Buyer's ability to modify or demolish older homes. Homes older than 75 years are automatically subject to City review before any significant changes are allowed. Buyer is urged to consult with the city if demolition or modifications are contemplated.

vi. Coronado Shores Condominiums. Of the 10 Coronado Shores buildings, the following five buildings are without fire sprinklers: 1720, 1730, 1760, 1770, and 1830 Avenida del Mundo. The same building has tested positive for asbestos. 1830 Avenida Del Mundo has leased rooftop space for wireless communication carriers. Buyers are urged to contact individual building managers for building specific information.

vii. Hotel Del Coronado. The City of Coronado has approved a master plan for expansion of the Hotel Del Coronado. Construction is active. Details at: *https://masterplan2022.hoteldel.com/press/master-plan-fact-sheet-2/*.

g. City of Oceanside

Buyer and Seller are advised that an indoor sports and entertainment complex is under construction and is expected to open in 2023. Located near the intersection of Oceanside Boulevard and Rancho Del Oro Drive, the 170,000-square-foot arena is expected to host more than 6,000 fans for sporting events and the San Diego Sockers, and as many as 7,600 people for concerts and special events. This project and related development in the area may impact the traffic in the area near the Property or create noise which may concern some Buyers. For more information, contact City of Oceanside and visit the website for Frontwave Arena at *https://frontwavearena.com/home*.

2. NORTH COUNTY INLAND

a. Fallbrook (Unincorporated)

Buyer and Seller are advised that:

i. Naval Weapons Station. The Naval Weapons Station stores explosive munitions, including napalm, and is located along the westerly boundary of Fallbrook. For further information, contact 760.731.3609, or *https://cnrsw.cnic.navy.mil/Installations/WPNSTA-Seal-Beach/About/Installation-Guide/Installation-Locations/Detachment-Fallbrook/*. (See also Sections D.2 and E.1.e, above.)

ii. Public Utility District. If the utility account of previous owner of a property within the Fallbrook Public Utility District is closed, delinquent or remains unpaid, the amount due will be transferred to the new owner of the property after normal collection procedures are exhausted. As a result, and to prevent conflict, the district will accept payment of closing bills through escrow. For further information, obtain the status of a Property's account by calling the District's Customer Service number at 760.728.1125. Additional information is at *www.fpud.com*.

b. Bonsall (Unincorporated)

Buyer and Seller are advised that a mushroom farm is located in Bonsall between Old River Road and Gopher Canyon Road, under certain atmospheric conditions, odors can emanate from the mushroom farm and may affect properties in the area.

c. Carmel Mountain Ranch and Rancho Penasquitos

Buyer and Seller are advised that large residential developments are occurring in these communities where the now-closed golf courses were located. For more information, visit: The Trails at Carmel Mountain Ranch at *https://www.newurbanwest.com/thetrailscmr* and The Junipers at *https://www.sdhc.org/wp-content/uploads/2021/12/HCR22-012-Junipers.pdf*.

d. Escondido (City of Escondido)

Buyer and Seller are advised that:

i. Agricultural Activity and Odors. Areas of Escondido may contain farms, chicken ranches, horse ranches, and dairies. As a result, there may be odors and noise from these activities that affect a property.

ii. Chatham Brothers Barrel Yard. The Chatham Brothers Barrel Yard, once used as a solvent recycling facility and oil drum storage area, is located near the intersection of Gamble Lane and Bernardo Avenue. Designated a hazardous waste site, it is subject to an ongoing State

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cleanup project. In 1987 the County of San Diego established an area around the site within which proposed residential projects required special review. Residential construction has been approved within that area. For further information, contact the Project Manager, California Environmental Protection Agency, Department of Toxic Substances Control at (800) 728-6942, or visit *https://www.dtsc.ca.gov/smrp-projects/chatham/*.

e. Ramona (Unincorporated)

Buyer and Seller are advised that:

i. **Noise, Barona Raceway and Off-Road Vehicles.** Potential noise exists from farms, ranches, factories, animals, civilian/military aircraft, heavy equipment, off-road vehicles, motorcycles, schools, and related activities. Marine helicopters and other aircraft from MCAS Miramar may travel over this area. See Section D.2 above. The Ramona Airport has a variety of aircraft that use the facility, including the California Department of Forestry.

ii. **Odors, Fumes and Dust.** Potential odors and fumes exist from county waste facilities, farms, ranches and residences, herbicides, pesticides, chemical fertilizers, and soil amendments.

iii. **Environmental Concerns.** Ramona strictly enforces the rules regarding the use of private waste disposal or septic systems. See B.14 above.

iv. **Sewage.** The Ramona Municipal Water District operates the water, sewer, and related systems in the Ramona area. An expansion and upgrading of the sewer system may be necessary in the future and may affect the ability to connect to the sewer. Some unimproved lots in the San Diego Country Estates and Ramona may not have the ability to hook up to the public sewer system or may be subject to special fees or assessments. There may be additional fees in the future. For further information, contact the Water District to verify sewer availability for a property. A Property that is not hooked up to the sewer will need to have septic system to construct a home. Not all properties can support a septic system. For more information, visit *https://www.rmwd.org/about-us/wastewater-operations* or call 760.789.1330.

v. **Unavailability of Natural Gas** Natural gas is not yet readily available in Ramona and, therefore, propane is used. Propane tanks are available for purchase or lease from vendors.

vi. **Explosive Ordnance.** Areas in and immediately around the Ramona Airport have been used in the past (1942 through 1946) by the military for bombing practice. Some live, unexploded military ordnance has been found and other ordnance may exist.

vii. **Wineries.** Similar to wineries throughout the county, wineries in this community may hold music events which create noise and traffic during those times. Buyer is advised to investigate this issue.

f. Rancho Bernardo (City of San Diego)

Buyer and Seller are advised that:

i. **Groundwater Seepage.** There are areas in Rancho Bernardo where groundwater emerges, even in summertime, including certain areas of the Seven Oaks subdivision.

ii. **Methane Gas.** See SBSA, Paragraph A.2.

iii. **Soils.** Rancho Bernardo is known to have significant areas of expansive soils. Any area that has had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a potential for subsidence and resultant structural or cosmetic problems in such locations. See SBSA, Paragraphs 4 and 9 on Geologic Hazards and Soils Conditions.

iv. **Poway Unified School District.** See next paragraph.

g. Poway Unified School District

Buyer and Seller are advised that owners of properties in the Poway Unified School District, except those in Mello-Roos assessment districts, may be annually assessed $55 per $100,000 of the assessed property value for school bonds approved by the district's voters in November 2002 (Proposition U). For further information, visit *https://voiceofsandiego.org/2020/02/04/nine-years-after-notorious-deal-poway-wants-voters-to-ok-another-school-bond*.

h. Rancho Santa Fe / Del Rayo (Unincorporated)

Buyer and Seller are advised that the Rancho Santa Fe area is known to have significant areas of expansive soils. Any areas (such as the greater Fairbanks Ranch area) that have had substantial grading may have locations where fill has been inadequately or improperly

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compacted. There is a potential for subsidence and resultant structural or cosmetic problems in such locations. See Section B.4 Cell Phone Towers. A soil report dated January 13, 1992, prepared by MV Engineering, Inc., concluded that a soils problem exists with the retaining wall behind 5867, 5859, 5851, and 5843 Saratoga Corte (lots 36-39, inclusive), in the Del Rayo Downs development.

i. Fairbanks Ranch (Unincorporated)

Buyer and Seller are advised that:

i. There are easement areas throughout Fairbanks Ranch, including various open space easement requirements that may be applicable to the Property. For further information, review a preliminary title report and contact the Fairbanks Ranch Association at 858.756.4415 or *https://www.thefairbanksranch.com/.*

ii. There is fill soil on many lots in Fairbanks Ranch, and soils problems on specific lots may affect a lot's suitability for development. See SBSA, Paragraph 3.

iii. Fairbanks Ranch is a private community managed by and through its homeowners association, and subject to applicable CC&Rs and Bylaws. See Section A.14 above. There are multiple amenities throughout the community, including the Fairbanks Ranch Equestrian Center, that buyer should investigate. *www.thefairbanksranch.com.*

j. Lake Hodges and Other Dams

Buyer and Seller are advised that Lake Hodges Dam is more than 100 years old and the discovery of new defects in the dam are outpacing the City of San Diego's ability to make repairs. In early 2023, the dam's condition was downgraded from "poor" to "unsatisfactory" with the dam's potential for hazard rated as "extremely high." The dam is attached to the Hodges reservoir which provides water to various areas throughout San Diego County. Issues with the dam pose a potential threat to the communities of Solana Beach and Rancho Santa Fe which are located below the dam. Other local water supply dams that have been downgraded include the high hazard dams of the El Capitan and Morena reservoirs and the Lower Otay Reservoir. For more information, visit *https://www.sandiego.gov/reservoirs-lakes*.

3. EAST COUNTY

a. Santee (City of Santee)

Buyer and Seller are advised that:

i. The Las Colinas Women's Jail is located in Santee.

ii. The Sycamore Landfill facility may be expanded.

iii. For information on these and other matters in Santee, visit *www.cityofsanteeca.gov.*

b. Fletcher Hills (City of El Cajon)

Buyer and Seller are advised that portions of Fletcher Hills in the area of El Cajon have been designated as an ancient landslide area and may contain unstable soils conditions. See SBSA, Paragraph 4 and 9, on Geological Hazards Soils and Geological Conditions.

c. Julian

Buyer and Seller are advised that water in this area, including water districts, is serviced entirely by wells. For more information, contact the local water authority. Buyer and Seller are advised that Julian is an International Dark Sky Community and is subject to "dark sky" lighting regulations as outlined in "Zone C" of the Light Pollution Chapter within the San Diego County municipal code. See Section B.19, above.

d Rancho Santa Teresa Estates

Buyer and Seller are advised that water in this area, including the applicable water district, is serviced entirely by wells. For more information, contact the local water authority.

e Wildfires and Insurance

Property in the East County and back-country may be in a high wildlands fire area. Buyer is advised to investigate this issue and the availability of insurance, including, if necessary, under California Fair Plan. For more information see Section A.1, above, and also SBSA, Paragraphs A.14 and D.4.

f. El Cajon - Cottonwood Sand Mining Project

Buyer and Seller are advised that the Cottonwood Golf Club in El Cajon is the subject of efforts to convert this into a 10-year sand mining operation with an additional two-year reclamation period. Various approval processes are underway. Buyer is advised to investigate this issue by contacting all appropriate government offices, and visiting: *https://www.sandiegocounty.gov/pds/ceqa/MUP-18-023.html#:~:text=The-Cottonwood-Sand-Mining-Project*.

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4. SAN DIEGO (City of San Diego)

a. Tierrasanta

Buyer and Sellar are advised that the Tierrasanta community was previously the site of a World War II military training base. Some live, unexploded military ordnance has been found and is known to exist in the open space and canyon areas of Tierrasanta and may underlie other areas of the community. A comprehensive program to clean up this ordnance began in 1990 and was completed in 1994. Caution is required when traveling in the canyons and Mission Trails Park areas.

b. Navajo/San Carlos Area

Buyer and Seller are advised that due to a high incidence of landslides over the past few years, the City of San Diego has established a geological hazard area in the Navajo community bounded by Mission Gorge Road, Golfcrest Drive, Navajo Road, Waring Road and Princess View Drive in San Diego. Development in this area may be restricted by City requirements for geological reports and warranties against landslides.

c. Downtown San Diego

Buyer and Seller are advised that:

i. **Traffic and Noise.** Downtown San Diego (including the Gaslamp Quarter) is subject to noise from trolleys, trains, and heavy traffic at times, especially when there is a baseball game or other event at Petco Park, San Diego Convention Center, Rady Shell at Jacobs Park, and Waterfront Park There are also other events such as Comic-Con, Mardi Gras, symphony Summer Pops Concerts, marathons, and music and sports events that cause street closures and other traffic problems, noise, including fireworks, etc.

ii. **New Buildings.** Views may be altered or obstructed by new buildings, parks, trees, and other projects. From time to time, there are noise issues related to construction.

iii. **Homelessness.** Downtown and adjacent areas have a population of people experiencing homelessness. Programs exist to service this population, including for temporary housing, food distribution centers and healthcare outreach facilities.

iv. **Governments.** Downtown is home to administrative offices of the City of San Diego, the County of San Diego, the State of California, and the U.S. (federal) government, including the U.S. District Court, IRS, Navy, Customs, Social Service Administration, and others. Both the federal government and the County operate correctional facilities downtown. For specific information, visit the websites of the appropriate agencies.

v. **Information.** For more information, visit the website of the agency in question. Information may also be obtained from Civic San Diego at 619.235.2200 or visit *www.civicsd.com*. For Gaslamp Quarter events: *www.gaslamp.org*.

5. SOUTH COUNTY

a. Chula Vista

Buyer and Seller are advised that:

i. **North Island Credit Union Amphitheater** (located in south Chula Vista) creates noise from concerts and events, as well as traffic, which may impact properties in the area.

ii. **Sesame Place** (family-friendly theme rides and water slides) is located in south Chula Vista.

iii. **Tijuana International Airport** is located approximately five miles south of the U.S.-Mexico border.

iv. **Trolley Lines** are proposed from time to time in the area. Check with mass transit for the most current information. For more information refer to Section A.21.

v. **Bayfront Development.** Both Chula Vista and National City are subject to bayfront development. For more information, visit *https://www.portofsandiego.org/projects/chula-vista-bayfront.*

vi. **Eastern Urban Center** is located in Otay Ranch. For more information visit: *www.projectdesign.com/projects-eastern-urban-center.html*

b. All Border Areas – Impacts from Mexico

i. South County may experience air, water, sewage, and noise pollution and beach closures from activities in Mexico/Tijuana River. For information on air pollution go to *www.sdapcd.org*. For water pollution, go to *https://www.waterboards.ca.gov/sandiego/*.

ii. Buyer should evaluate the impact to the property that illegal crossings along the

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U.S.-Mexico border may have, as well as any new construction or activity along the border. For further information, visit *https://www.cbp.gov/border-security/along-us-borders/border-patrol-sectors/san-diego-sector-california*.

6. DESERT

a. Salton Sea

The Salton Sea, east of Borrego Springs, occasionally experiences wind conditions that cause odors to be transmitted from the Salton Sea to the Borrego Valley. For more information, visit the County of San Diego website: *www.saltonseaauthority.org*.

b. Borrego Springs

There is a legal dispute concerning the Borrego Springs Subbasin Groundwater Adjudication. For more information, visit: *www.sandiegocounty.gov/content/sdc/pds/SGMA/borrego-valley.html*. Buyer and Seller are advised that Borrego Springs is an International Dark Sky Community and is subject to "dark sky" lighting regulations as outlined in "Zone C" of the Light Pollution Chapter within the San Diego County municipal code. See Section B.19, above.

To request that a local disclosure be included in a future publication of the LAD, please contact the SDAR Risk Management Department via e-mail at *riskmanagement@sdar.com*.

Published and distributed by:
Greater San Diego Association of REALTORS®
4845 Ronson Court, San Diego, CA 92111-1803
(858) 715-8000 • www.sdar.com
Revision Date: January 2024

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SIGNATURE PAGE

The LAD does not list all conditions in San Diego County that may affect the Property. There may also be new conditions since the LAD was published, or particular conditions of concern to Buyer. BUYER SHOULD INVESTIGATE AND OBTAIN ADDITIONAL INFORMATION ON ALL ISSUES OF CONCERN, AND NOT RELY SOLELY ON THE INFORMATION RECEIVED FROM SELLER AND BROKERS. SHOULD BUYER FAIL TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS.

Buyer and Seller are urged to carefully read all 17 pages of the LAD. By signing below, Buyer and Seller acknowledge that each has read, understands, and received a copy of all 17 pages of the LAD.

BUYERS

Date	Date
Buyer Signature	Buyer Signature
Buyer Printed Name	Buyer Printed Name

SELLERS

10/1/2026 | 4:39 PM PDT Date	10/1/2026 | 4:06 PM PDT Date
DocuSigned by: Claudia Cardenas 51EB6E95BEEE429... Seller Signature	Signed by: Jesse Cardenas 3E3EE97F8B044F5... Seller Signature
Claudia Cardenas Seller Printed Name	Jesse Cardenas Seller Printed Name

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I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update*:

- ☐ Helpful
- ☐ Too detailed
- ☐ Not detailed enough
- ☐ Clearly written
- ☐ Confusing

- ☐ The booklet helped me to locate earthquake weaknesses in my home.
- ☐ I have strengthened my home to resist earthquakes.
- ☐ I plan to fix my home's earthquake weaknesses.
- ☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was *1940*.

Comments: _____

_____

We Want To Hear From You!

California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: *10962 Elm Ave, Lynwood, CA 90262*

Date_____ **Time** _____ _____ _____
(Buyer's signature) (printed name)

Date_____ **Time** _____ _____ _____
(Buyer's signature) (printed name)

Date_____ _____ _____ _____
(Buyer's Agent's signature) (printed name) (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS
California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: *10962 Elm Ave, Lynwood, CA 90262*

Date 10/1/2026 | **Time** 4:39 PM PDT — DocuSigned by: Claudia Cardenas (Seller's signature) Signed by: 5EEE429... — *Claudia Cardenas* (printed name)

Date 10/1/2026 | **Time** 4:06 PM PDT — Jesse Cardenas (Seller's signature) 3E3EF97F8B044F5... — *Jesse Cardenas* (printed name)

Date 9/24/2026 | 3:12 PM PDT — DocuSigned by: (Listing Agent's signature) 462EE0458639457... — *Eric Gulal* (printed name) — *eXp Realty of California, Inc.* (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

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Revised 09/10 Official C.A.R. * Publication 09/10

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

(1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than $150,000, or for any room in a building which requires a building permit.

(2) **Exceptions:** These requirements do not apply to **(i)** registered historical sites, **(ii)** real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or **(iii)** a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

B. Disclosure of Water-Conserving Plumbing Fixtures: Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

C. Noncompliant Water Fixtures: Noncompliant water fixtures are any of the following: **(i)** any toilet manufactured to use more than 1.6 gallons of water per flush, **(ii)** any urinal manufactured to use more than one gallon of water per flush, **(iii)** any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, **(iv)** any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

(1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

(2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies.Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

B. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

C. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

3. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

Seller Claudia Cardenas — Claudia Cardenas Date 10/1/2026 | 4:39 PM
51EB6E95BEEE42B...

Seller Jesse Cardenas — Jesse Cardenas Date 10/1/2026 | 4:06 PM
3E3EF97F8B044F5...

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)

(C.A.R. Form WFDA, Revised 12/25)

1. **WILDFIRE DISASTERS:** Buyer/Tenant is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.

2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both now and in the future. It is not intended to be, nor can it be, a checklist for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster. **Concerns and issues include, but are not limited to:**
   - **A.** Insurance-related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
   - **B.** Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
   - **C.** Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
   - **D.** Local, state and federal requirements for cleanup and building approvals;
   - **E.** Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
   - **F.** Timelines, costs and requirements when obtaining required permits for building and utilities installation;
   - **G.** Availability of and access to electricity, gas, sewer and other public or private utility services;
   - **H.** Water delivery/potability; septic and/or sewer design; requirements and construction costs;
   - **I.** Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
   - **J.** Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
   - **K.** Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.

3. **BUYER/TENANT ADVISORIES:** Buyer/Tenant, you are hereby advised:
   - **A.** To check early in your transaction to determine if you are able to obtain insurance on the property.
   - **B.** To investigate to your own satisfaction any and all of your concerns about the intended use of the property.
   - **C.** That the wildfire disaster area will likely be under construction for a protracted period of time after a fire, and you may be inconvenienced by delays, traffic congestion, noise, dust, and intermittent availability of utilities.
   - **D.** That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
   - **E.** That some insurers have reduced or cancelled offerings for fire insurance, or have increased costs, and this may impact your ability to afford or to qualify for loans or meet income ratios for rentals.
   - **F.** That if you are unable to obtain fire insurance, and you have removed the insurance contingency, and you are unable to proceed with your transaction, you may be in breach of the purchase or rental agreement.

4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Tenant investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice.
   - **A.** California Department of Insurance "Wildfire Resource" http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
   - **B.** Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources https://wildfirerecovery.caloes.ca.gov/
   - **C.** California Department of Forestry and Fire ("Cal Fire") https://calfire.ca.gov/ and https://www.readyforwildfire.org/
   - **D.** California Department of Transportation https://dot.ca.gov
   - **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1
   - **F.** American Institute of Architects
     1. "Hardening for Wildfire Resilience" https://aiacalifornia.org/what-you-can-do-right-now/hardening-for-wildfire-resilience/
     2. "Component Fire Relief and Recovery Resources" at https://aiacalifornia.org/news/aia-component-fire-relief-and-recovery-resources/
   - **G.** Buyer/Tenant is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.

5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
   - **A. DISCLOSURE AND COMPLIANCE: California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located** in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
   - **B. WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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C. **POST CLOSING ISSUES:** A buyer who agrees to bring the property into compliance with defensible space laws after Close of Escrow, and does not do so: **(i)** May be subject to fines and enforcement actions by government agencies in addition to the cost of compliance; **(ii)** May incur increases in property insurance premiums or cancellation of such insurance policies; and **(iii)** Will be responsible for making appropriate disclosures concerning compliance with the property's defensible space laws when reselling the property.

D. **OPTIONAL DISCLOSURE AND REPORTS:** Even if the property is not in either of the zones specified above, or if the Seller is unable to determine whether the property is in either of those zones, if the property is in or near a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.

6. **BUYER/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise in providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

(C.A.R. Form SPT, Reviewed 6/25)

Name of Buyer(s) _____

Property Address *10962 Elm Ave, Lynwood, CA 90262* _____

_____

Pursuant to Civil Code § 1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office."

By signing below, Buyer acknowledges that they have received a copy of this Notice of Your "Supplemental" Property Tax Bill, and they have read and understand its terms.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INVESTIGATION ELECTIONS No._____

(This form is intended for use between a buyer and buyer's broker.)

(C.A.R. Form BIE, Revised 6/25)

Property Address: *10962 Elm Ave, Lynwood, CA 90262*

This form does not alter the legal or contractual relationship between buyer and seller.

A. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A Broker's inspection is a limited visual inspection (see C.A.R. Form AVID), and a Broker is not qualified to conduct the investigations listed below nor will Broker conduct the investigations checked below by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections and Investigations) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBSA), who should provide written reports of their Inspections. A general physical inspection typically covers neither all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including by seeking information about the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property, the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms and time limits specified in that agreement It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.

C. BROKER ADVICE: YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

IF ANY BOX BELOW IS CHECKED, BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.

D. BUYER INVESTIGATION: Buyer represents and agrees that Buyer has independently considered the available Inspections and Investigations and AT THIS TIME has decided to order only those Inspections and Investigations checked below. Buyer may elect to change these elections during Buyer's investigation period. If Buyer does not investigate these items during the contractual investigation period, Buyer may lose the right to investigate these items later.

1. ☐ GENERAL HOME INSPECTION
2. ☐ INSURABILITY
3. ☐ WOOD DESTROYING PESTS
4. ☐ ASBESTOS
5. ☐ AVAILABILITY OF UTILITIES
6. ☐ BOUNDARIES
7. ☐ CHIMNEY
8. ☐ CONSTRUCTION COSTS
9. ☐ EASEMENTS/ENCROACHMENTS
10. ☐ ELECTRICAL
11. ☐ ENVIRONMENTAL SURVEY
12. ☐ FOUNDATION/SLAB
13. ☐ FORMALDEHYDE
14. ☐ GOVERNMENT REQUIREMENTS
15. ☐ HEATING/AIR CONDITIONING
16. ☐ LEAD PAINT
17. ☐ LOT SIZE METHANE GAS
18. ☐ METHANE GAS
19. ☐ MOLD
20. ☐ NATURAL HAZARDS REPORTS
21. ☐ PERMITS
22. ☐ PLUMBING
23. ☐ POOL/SPA
24. ☐ PUBLIC RECORDS
25. ☐ RADON GAS
26. ☐ ROOF
27. ☐ SEPTIC SYSTEM
28. ☐ SEWER
29. ☐ SOIL STABILITY
30. ☐ SOLAR POWER SYSTEM
31. ☐ SQUARE FOOTAGE
32. ☐ SUBDIVISION OF PROPERTY
33. ☐ STRUCTURAL
34. ☐ SURVEY
35. ☐ TREE/ARBORIST
36. ☐ USAGE (INCLUDING ADUs)
37. ☐ VACANT LAND/CONSTRUCTION FINANCING
38. ☐ WATER SYSTEMS AND COMPONENTS
39. ☐ WELL
40. ☐ ZONING
41. ☐ OTHER _____
42. ☐ OTHER _____

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INVESTIGATION WAIVER

(This form is intended for use between a buyer and buyer's broker.)

(C.A.R. Form BIW, Revised 6/25)

Property Address: ___*10962 Elm Ave, Lynwood, CA 90262*___ ("Property").

This form does not alter the legal or contractual relationship between a buyer and seller.

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, **(i)** you should conduct thorough inspections, investigations, tests, surveys and other studies ("Investigations") of the Property personally and with professionals of your own choosing who should provide written reports of their findings and recommendations, and **(ii)** you should not rely solely on reports provided by Seller or others. A general physical (home) inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends additional Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.
2. **BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/dislosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.
3. **WAIVERS:**
   - **A. HOME INSPECTION WAIVER:** Broker recommends that Buyer obtain a home inspection, **even if Seller or Broker has provided Buyer with a copy of a home inspection report obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
     _____/_____ Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.
   - **B. WOOD DESTROYING PEST INSPECTION WAIVER:** Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
     _____/_____ Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.
   - **C. OTHER**: Broker recommends that Buyer obtain an inspection for the following items: _____
     _____
     _____
     IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
     _____/_____ Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).
4. **WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS:**
   - **A.** Buyer has received the following Report(s) that recommend that Buyer obtain additional Investigations:
     - ☐ General Home Inspection Report, prepared by _____ dated _____
     - ☐ Wood Destroying Pest and Organism Report, prepared by _____ dated _____
     - ☐ Other Inspection Report, prepared by _____ dated _____
     - ☐ Other Inspection Report, prepared by _____ dated _____
     - ☐ Other Inspection Report, prepared by _____ dated _____
   - **B.** Broker recommends that Buyer obtain those additional Investigations. **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
     _____/_____ Buyer has decided not to obtain any of the additional inspections, investigations, or reports at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYERS HOMEOWNERS' ASSOCIATION ADVISORY

(C.A.R. Form BHAA, 6/24)

California Civil Code section 4525 requires sellers of condominiums and other common interest or planned unit developments ("CID") to provide buyers with governing, financial, and other documents and information created and maintained by a Homeowners Association ("HOA"). These documents may be quite lengthy, causing buyers not to take the time to make a careful review of all HOA materials. Before deciding to proceed with the purchase transaction, it is critical that buyers carefully review all HOA documents to determine for themselves if the property they are acquiring meetings their current and future needs for use and enjoyment of the property. As part of this review, Buyer should also consider if any of the documentation has not been provided, is incomplete, or missing.

BUYER:

YOU ARE STRONGLY ADVISED BY YOUR BROKER TO REVIEW ALL HOMEOWNER ASSOCIATION DOCUMENTS WITH APPROPRIATE PROFESSIONALS, IF NECESSARY, TO UNDERSTAND THEIR CONTENTS. YOU ARE FURTHER ADVISED TO CAREFULLY REVIEW THE PRELIMINARY TITLE REPORT TO DETERMINE ALL THE RECORDED DOCUMENTS RELATED TO HOMEOWNERS ASSOCIATIONS, WHICH COULD INCLUDE, BUT ARE NOT LIMITED TO, DEED RESTRICTIONS AND THE EXISTENCE OF MULTIPLE HOAs AFFECTING THE PROPERTY.

THESE DOCUMENTS WILL GOVERN, AFFECT AND, IN SOME CASES, LIMIT YOUR CURRENT AND FUTURE USE AND ENJOYMENT OF THE PROPERTY.

All HOA documents and disclosures are important, however, the following are often areas of concern for buyers of property located in a CID.

1. **Covenants, Conditions, and Restrictions ("CC&Rs"):** The CC&Rs are the main governing document of the HOA. Generally, the CC&Rs describe the property rights, duties, and obligations of the HOA and the individual members. CC&Rs are formal documents recorded with the County Recorder and are extremely difficult to amend or change.
2. **Bylaws, Rules and Regulations:** Bylaws address the governance and operation of the HOA, including voting and election requirements, the number of directors and their term length, how and when meetings are held, and the meeting procedures. If promulgated by the HOA, the Rules and Regulations usually detail how the HOA will handle routine, day-to-day matters often affecting common area usage, expenses, etc.
3. **Minutes:** HOAs are required to prepare Minutes of Board of Directors' Meetings detailing past, current, and future (proposed) events, issues, and expenses such as existing or planned litigation, repairs, improvements or needed change in the dues and/or additional assessments. They reflect the decisions and reasons for those decisions, but are not a transcript of the meetings. The Minutes are often the best source of information regarding issues related to the common areas, the individual units, special and increased assessments, and the ability to use and enjoy the property after escrow closes.
4. **Financial Information:** The financial information from the HOA may be contained in numerous documents, including but not limited to: Pro Forma Operating Budget, Assessment and Reserve Funding Disclosure Summary, Financial Statement Review, Assessment Enforcement Policy, Insurance Summary, Regular Assessment, Special Assessments, and Emergency Assessments. The financial status of HOA could impact the future costs of owning the property.

   Reserves: Buyers should determine if reserves are properly and adequately funded and if there are many homeowners who are delinquent on payments for dues and assessments. Generally, associations are required to prepare a reserve study, and, at least every three years, cause to be conducted a reasonably competent and diligent visual inspection.

   Wood Balconies, Stairs and Other Structures; Reserve Requirements: Prior to January 1, 2025, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

   Pending and Future Assessments: The Minutes and the HOA disclosure form itself may contain critical information and comments regarding pending or future assessment.

   Special or Emergency Assessments: Buyers need to know if special or emergency assessments are currently due in full or whether they are due only in monthly installments. If it is not clear, buyer should request clarification from the HOA. The Purchase Agreement will determine whether the assessment payment will be paid by the seller at Close of Escrow, or whether the payments are prorated, and the buyer will be responsible for the monthly payments after Close of Escrow.

   There are independent services available which will review the HOA documentation and give an opinion of the financial status of a HOA for a fee which is typically $300.00 to $500.00 depending upon the services to be provided and the extent of the HOA documentation. Real estate licensees are not qualified to assess the financial viability of any HOA.

   If you have any questions or concerns about the financial status, strength, or stability of the HOA, contact your accountant who may be able to provide a professional assessment of the HOA's finances.

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Buyer's Initials _____/_____

EQUAL HOUSING OPPORTUNITY

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5. **Rental Restrictions:** The HOA may have restrictions and/or prohibitions on your ability to rent your unit. These restrictions may be based on the number/percentage of units that are allowed to be rented, and the approval process associated with rentals. The HOA may also put restrictions on the ability to enter into a short term rental. Some HOAs have even gone so far as to completely prohibit rentals for all new owners; however, a 2021 law requires HOAs to allow at least 25% of the units to be rented or leased regardless of what the HOA governing documents state. In addition to the HOA restrictions, the city may also impose rental control and eviction control ordinances that may impact your decisions to rent the unit. You should investigate these issues with the HOA and the appropriate government authority to determine whether this property meets your needs. These restrictions may affect your decision to purchase the Property.
6. **Lending Considerations:** Lenders may have certain qualifications that are required from the HOA before they provide financing on your purchase. Many lenders will require the HOA to provide a lender certification document, providing information regarding the HOA. Additionally, lenders will generally require the HOA to have a general insurance policy covering the HOA, which has become less available and more costly in California due to rising replacement costs and an increase in natural disasters. They may require a certain percentage of owner occupied units within the HOA. Further, if you are seeking a FHA or VA loan, the lender may require the HOA to FHA/VA approved prior to making a loan. You should inquire with your lender and the HOA to determine what will be required in order to obtain financing.
7. **Noise:** Due to noise and other factors, HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. You should directly contact the HOA Board to determine whether the property can be used for your intended purposes. You should also determine whether the property meets your subjective personal preferences and needs.
8. **Common Areas:** Those portions of a CID that are not wholly owned by the individual homeowners are designated as "Common Areas". Usually, the CC&Rs and/or the Bylaws will define what constitutes the Common Areas, how they are used, who gets to use them, and who is responsible for maintenance. Some Common Areas may be available for use by all members and their guests, such as a lobby or garden. However, some Common Areas may be "Restricted" or "Exclusive Use" Common Areas with access limited to certain homeowners (this is often true with swimming pools and spas especially when there are multiple HOAs within a CID), or may be restricted to just one homeowner, such as a roof, deck, balcony, or patio. In some instances, the homeowner may be responsible for maintenance of certain Restricted or Exclusive Use Common Areas. You should determine for yourself whether there are any restrictions affecting the Common Areas which could impact your intended use and enjoyment of the property.
9. **Parking and Storage:** You should determine for yourself whether the allotted parking space(s) are adequate to park your vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that you personally determine if the parking and storage space(s) that are designated in the recorded documents are actually the space(s) being transferred to you and that those space(s) are acceptable for your needs and intended uses of the property.
10. **Litigation:** Many CIDs have been involved in, or are presently involved in, or may become involved in, litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive, and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. Such litigation may also impact the willingness of lenders to make a loan secured by the property, and buyer's ability to obtain a loan to purchase the property.
11. **Special Needs:** HOA documents may limit the number and size of animals allowed in units. Fair Housing Laws may impact the effect of such rules on "service" and/or "companion" animals. HOAs on their own, or because of local ordinances, may limit or completely ban smoking and/or vaping in common areas or units. The ability for new buyers to rent units and/or to operate any type of business may also be limited or completely forbidden. Therefore, it is important that you review all HOA documents to ascertain whether there are any limitations on your particular needs or planned use of the property.
12. **Brokers:** Real estate licensees who forward HOA documentation to you have not verified and will not verify either the information provided or the completeness or accuracy of the documentation unless they agree to do so in writing.

The undersigned Buyer acknowledges receipt of this 2-page Advisory.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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CALIFORNIA ASSOCIATION OF REALTORS®

FHA/VA Amendatory Clause No._____

(C.A.R. Form FVAC, Reviewed 6/25)

This is an addendum to the Purchase Agreement, OR ☐ Other _____
_____ ("Agreement"),
dated _____, on property known as *10962 Elm Ave, Lynwood, CA 90262* ("Property"),
between _____ ("Buyer"),
and *Claudia Cardenas, Jesse Cardenas* ("Seller").
Buyer and Seller are referred to as the "Parties".

☐ Due to a modification of the price stated in a previous amendatory clause, this FHA/VA Amendatory Clause reflects the current purchase price and supersedes any previous amendatory clause.

1. "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than $ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or Department of Veterans Affairs will guaranty. Neither HUD or VA warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

If, after signing this Amendatory Clause, the purchase price increases, Buyer and Seller agree to sign, before Close Of Escrow, a new amendatory clause that reflects the final purchase price agreed to by Buyer and Seller.

For FHA transactions, the Amendatory Clause is not required on HUD REO sales, sales where the seller is Fannie Mae, Freddie Mac, the Department of Veterans Affairs, Rural Housing Services, other Federal, State and local government agencies, mortgagees disposing of REO assets, or sellers at foreclosure sales and those sales where the borrower will not be an owner-occupant (e.g., sales to nonprofit agencies).

2. CERTIFICATION: The undersigned Buyer, Seller, and real estate agent(s) or broker(s) hereby certify that the terms and conditions of the sales contract referenced above are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fine, imprisonment, or both. Title 18 U.S. Code § 1001 et seq.

By signing below, Buyer and Seller acknowledge that each has received a copy of this FHA/VA Amendatory Clause, and each has read, understands, and agrees to its terms.

Buyer _____ Date _____

Buyer _____ Date _____

Seller DocuSigned by: Claudia Cardenas 51EB6E95BEBE429... *Claudia Cardenas* Date 10/1/2026 | 4:39 PM PDT

Seller Signed by: Jesse Cardenas 3E3EF97F8B044F5... *Jesse Cardenas* Date 10/1/2026 | 4:06 PM PDT

Buyer's Real Estate Broker _____ DRE Lic. _____

By _____ DRE Lic. #_____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Email _____

Seller's Real Estate Broker *eXp Realty of California, Inc.* DRE Lic. #*01878277*

By DocuSigned by: 462EE0458639457... *Eric Gulal* DRE Lic. #*02150883* Date 9/24/2026 | 3:12 PM PDT

Address _____ City _____ State _____ Zip _____

Telephone *(619) 940-1088* Email *eric.gulal@thewbgroup.com*

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CALIFORNIA ASSOCIATION OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)
For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Lynwood, County of Los Angeles, State of California, described as 10962 Elm Ave ("Property").

☐ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) _____).

Inspection Performed By (Real Estate Broker Firm Name) eXp Realty of California, Inc.

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:
- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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Buyer's Initials _____/_____

EQUAL HOUSING OPPORTUNITY

Eric Gulal | eXp Realty of California, Inc. | Generated by Glide

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If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): *ring and security cameras are present. There are few stairs to get to the front door*

Living Room: *Split / Zoned Air conditioning is attached to the wall. There are crown moldings on the ceiling. Some pin holes are observed*

Dining Room: *flooring defects are observed. Furnace (part of the heating system) is present*
See attached: Dining Room#1-1.jpg

Kitchen: *flooring defect is observed. there's no refrigerator in the kitchen*

Other Room:

Hall/Stairs (excluding common areas): *attic access is observed. there's also thermostat and electrical sub panel are present in the other hallway connecting dining room to primary bedroom*
See attached: Hall/Stairs#1-1.jpg

Bedroom # 1 : *primary bedroom has crown moldings and a French door opening to the backyard*

Bedroom # 2 : *some of the paint is missing on the wall and few scruffs near baseboards*
See attached: bedroom #2-1.jpg

Bedroom # 3 : *has missing paint on the walls and a TV mount near window*
See attached: bedroom #3-1.jpg

Bedroom # 4 : *has a ceiling fan and crown moldings.*
See attached: bedroom #4-1.jpg

Bath # 1 : *primary bathroom has two doors one opening to hallway and the other opening to the primary bedroom.*

Bath # ____:

Bath # ____:

Bath # ____:

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

Other: _____

Other: _____

Other: _____

☒ **See Addendum for additional rooms/structures:** *Detached ADU*

Garage/Parking (excluding common areas): *laundry room is inside detached garage*

Exterior Building and Yard - Front/Sides/Back: *there's a gate in driveway leading to the detached garage. fruit trees are present in the backyard. there are water heater and water filtration system on the side of the house*

Other Observed or Known Conditions Not Specified Above: _____

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): *eXp Realty of California, Inc.*

Inspection Performed By (Name of individual agent or broker): *Eric Gulal*

Inspection Date/Time: *2026-09-14 12:15:33PM* Weather conditions: *Clear Sky, Temp: 78.8 F*

Other persons present: *Photographer*

By DocuSigned by: 462EE0458653... *Eric Gulal* Date 9/24/2026 | 3:12 PM P

(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ Date _____

Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.
(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller CC / M

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____
(Associate Licensee or Broker Signature)

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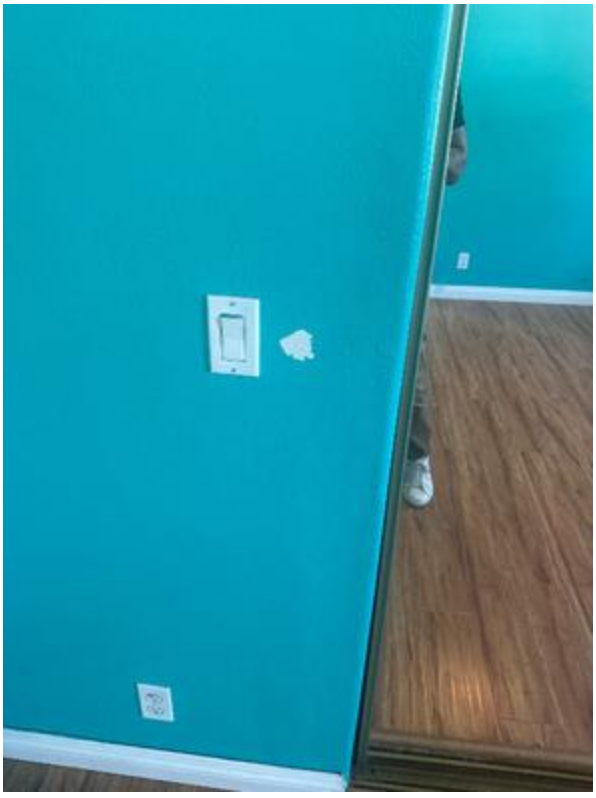
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Dining Room#1-1.jpg



Hall/Stairs#1-1.jpg



bedroom #2-1.jpg



bedroom #3-1.jpg

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bedroom #4-1.jpg

Docusign Envelope ID: 0F248E8D-73DA-853B-81F5-2801B9E1A136

SNAPNHD

ADDRESS: 10962 ELM AVE, LYNWOOD, CA, 90262
REPORT TYPE: PREMIUM RESIDENTIAL REPORT | APN: 6193-003-007
REPORT DATE: 07/15/26 | REPORT #: 1516661-2803184

NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:
10962 ELM AVE, LYNWOOD, CA, 90262 ("PROPERTY")

The seller and the seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes: ____ No: X Do not know and information not available from local jurisdiction: ____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to section 8589.5 of the Government Code.
Yes: X No: ____ Do not know and information not available from local jurisdiction: ____

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes: ____ No: X

High FHSZ in a state responsibility area ____ High FHSZ in a local responsibility area ____

Very High FHSZ in a state responsibility area ____ Very High FHSZ in a local responsibility area ____

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to section 4142 of the Public Resources Code.
Yes: ____ No: X

AN EARTHQUAKE FAULT ZONE pursuant to section 2622 of the Public Resources Code.
Yes: ____ No: X

A SEISMIC HAZARD ZONE pursuant to section 2696 of the Public Resources Code.

Yes (Landslide Zone): ____ No: X Map not yet released by the state: ____

Yes (Liquefaction Zone): X No: ____ Map not yet released by the state: ____

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.
THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Sellers(s): Claudia Cardenas Signed by: 51EB9E95BEEE429... Date: 10/1/2026 | 4:39 PM PDT

Signature of Sellers(s): DocuSigned by: Jesse Cardenas 3E3EF97F8B044F5... Date: 10/1/2026 | 4:06 PM PDT

Seller's Agent(s): 462EE0458639457... Date: 10/1/2026 | 3:28 PM PDT

Seller's Agent(s): _____ Date: _____

Check only one of the following:

____ Sellers(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the sellers(s) and agent(s).

X Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

This statement was prepared by the following third-party disclosure provider: SNAPNHD, LLC on 07/15/26

Buyer represents that Buyer has read and understands this document. Pursuant to Section 1103.8 of the Civil Code, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

By signing below, Buyer(s) also acknowledge(s) they have received, read, and understand the additional disclosures, materials and legal information provided in this Report, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, and Lead-Based Paint and Mold.

Government Booklets are available at: www.snapnhd.com/resources.

Signature of Buyer(s): _____ Date: _____

Signature of Buyer(s): _____ Date: _____