

URGENT

Disclosure Packet

Please find attached your seller's disclosure packet. It's important that we have these documents filled out completely by you within 48 hours so that we can verify all information listed in the MLS. Please go through each page of this packet carefully, filling in each section as completely as you can, signing and initialing where indicated. If you need any help, please do not hesitate to call our office and we can schedule an appointment to go through them together.

After you have filled them out, you can either:

- Mail them back
- Drop them by our office
- Have a messenger from our office come by to pick them up

Again, if you have any questions, please do not hesitate to call.

Thanks.

Nathan Foreman
Listing Coordinator
Neal Weichel's Office Re/Max of Valencia
(661) 284-5163
nathan@nealweichel.com

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Neal Weichel and Staff

Marcus Slaton, Realtor – 661-284-5079

Marcus assists me with all aspects of our listings. Together, we prospect each morning looking for buyers for our sellers and sellers for our buyers. Marcus meets with sellers and helps them with pricing, staging and selling their home. He also assists with showing appointments, negotiating contracts and listing presentations – my right hand man

Nathan Foreman, Marketing Director/Listings Coordinator - 661-284-5163

Nathan is ultimately responsible for all our marketing pieces and making sure that if buyers are out there, they see our listings. Part of that is realizing the dominant role that realtor.com, virtual tours and internet promotion play in today's real estate world, and utilizing those tools effectively. Nathan also assists with disclosures, tracking buyers and maintaining communication with you.

Barbara Redman – Office Manager / Escrow Coordinator- 661-284-5081

Barbara oversees each and every escrow to ensure the process goes smoothly. She reviews contracts, disclosures and physical inspections with the client. She is always available for questions regarding your escrow.

Chad Hartman – 661-284-5083 Buyer's Agent

Chad and I meet with each buyer to find out exactly what they are looking for. We then contact other agents, developers of new construction, banks and relocation companies. We identify upcoming listings, what is available and not yet on the market. Chad and I are constantly coordinating our efforts to insure that our buyers are first to hear about them!

I meet with my staff each Tuesday to review each transaction to guarantee that all listings, buyers and escrows are on track.

NEAL WEICHEL CLIENT INFORMATION

This is an optional questionnaire & confidential

Name: _____

Address: _____

Phone: _____ ^{2nd} _____

Cell: _____ ^{2nd} _____

E-Mail _____

Birthday's His _____ Hers _____

Anniversary's _____

Financial Information: We will supply you with an estimated "seller's net sheet".

1st Loan Balance (approx) _____ **Interest Rate?** _____

2nd Loan Balance (approx) _____ **Interest Rate?** _____

How long have you lived in your home? _____

Hobbies _____

Sport's Fan? Yes _____ No _____ **If yes, please specify:**

Anything else you would like us to know about you?

Any special request?

Thank You!



Fidelity National Home Warranty

Seller's Coverage

The purpose of Seller's Coverage is to protect the seller while their home is listed and during the escrow period. Seller's coverage is available for the Standard Plan at \$.73 a day and "Comprehensive Plus Pan" at \$.98 a day for single family residence under 5,000 square feet. For condominiums, town houses, mobile homes Seller's Coverage is \$.63 for the Standard Plan and \$.86 for the Comprehensive Plus Plan.

Seller's Coverage is pro-rated by the number of days the home is listed and in escrow, payable with the Buyer's policy (including any buyer "optional") at close of escrow.

- If for any reason escrow does not close, no monies are due, even though work was performed on the home.
- There is a \$55 service call fee charged per service call.
- There is a \$500 limit on heat exchangers.
- Seller's Coverage will cover ALL of the **Comprehensive Plus Plan** coverage, including A/C.
- Optional coverage is not available with Seller's Coverage **Standard Plan**.
- Seller's Coverage will terminate six months after the date ordered.

If you have any questions regarding the Seller's or Buyer's home warranty policy, please call your local home warranty representative.

Doris Drake
1-800-308-1424 Ext. 3418

Property Address _____ City _____

Seller _____ Date _____

Standard Plan Seller's Coverage _____Accept _____Decline

Comprehensive Plus Plan Seller's Coverage _____Accept _____Decline

*See Policy for limits and liabilities and exact coverage's



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 FLD, Revised 1/03)**

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or other: _____, dated _____, on property known as: _____ ("Property") in which _____ is referred to as Buyer or Tenant and _____ is referred to as Seller or Landlord.

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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records 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:

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 purchase 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.

Seller or Landlord _____ Date _____

Seller or Landlord _____ Date _____

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FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Agent: Neal Weichel-Remax of Valencia Phone: (661) 284-5080 Fax: (661) 284-5084 Prepared using WINForms® software
Broker: Re/Max of Valencia 25101 The Old Road, Santa Clarita CA 91381

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord'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.

Re/Max of Valencia _____ By _____
Agent (Broker representing Seller) Please Print Associate-Licensee or Broker Signature Date
Neal Weichel

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and 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." **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.**

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. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord'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.

Agent (Broker obtaining the Offer) By _____
Associate-Licensee or Broker Signature Date

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





**WATER HEATER AND SMOKE DETECTOR
STATEMENT OF COMPLIANCE**
(C.A.R. Form WHSD, Revised 4/07)

Property Address: _____

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d).
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installation sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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525 South Virgil Avenue, Los Angeles, California 90020

WHSD REVISED 4/07 (PAGE 1 OF 1)

Reviewed by _____ Date _____



WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

Agent: Neal Weichel-Remax of Valencia Phone: (661) 284-5080 Fax: (661) 284-5084 Prepared using WINForms® software
Broker: Re/Max of Valencia 25101 The Old Road, Santa Clarita CA 91381

MOLD DISCLOSURE

Please note that it is very important to disclose any leak you have experienced since the purchase of your home where indicated on the attached form "**Seller advises Buyers.....**". By disclosing this information it is making it the responsibility of the buyer to further investigate the situation if necessary. Please describe the leak, approximately when it occurred, how or who fixed it and if the problem was solved. **For Example: leak under sink in downstairs bathroom, Jan. 1998, plumber fixed, no problem since.**

Example Leaks: Any pipe leaks, toilet/bathroom leaks, dishwasher leaks, washing machine, etc.



MOLD DISCLOSURE

PROPERTY ADDRESS: _____ DEVELOPMENT: _____

BUYER AND SELLER ARE HEREBY ADVISED THAT ALLEGATIONS HAVE RECENTLY BEEN MADE AGAINST HOMES IN OUR AREA REGARDING MOLD.

ANY TYPE OF WATER DAMAGE, MOISTURE OR DAMP CONDITIONS MAY RESULT IN THE GROWTH OF MOLD IN A STRUCTURE OR ON ITS CONTENTS. THE WATER DAMAGE MAY BE RELATED TO MANY THINGS: PLUMBING, FIXTURES, SHOWERS, BATHS, SINKS AND TOILET PROBLEMS: APPLIANCES, FIRE PROTECTION SYSTEMS, ROOF OPENINGS, DOOR AND WINDOW DEFECTS AND THEIR CONSTRUCTION DEFECTS. MOLD SPORES ARE EVERYWHERE AND CAN BE FOUND IN THE AIR, FLOORS, CARPETING, INSULATION, WALLS AND CEILINGS WHERE WE LIVE AND WORK. THE MOLD SPORES GENERALLY TURN INTO ACTUAL MOLD WHEN THEY BECOME WET.

THERE ARE A VARIETY OF DIFFERENT TYPES OF MOLDS. CERTAIN TYPES OF MOLD CAN CREATE HEALTH PROBLEMS. THE SEVERITY OF THESE HEALTH PROBLEMS VARIES DEPENDING UPON THE TYPE OF MOLD, THE DEGREE OF EXPOSURE AND THE SENSITIVITY OF THE PERSON EXPOSED TO THE MOLD.

REAL ESTATE BROKERS ARE NOT QUALIFIED TO ASSESS THE PRESENCE OF OR RISKS ASSOCIATED WITH MOLD NOR WILL AN INSPECTION BY A REAL ESTATE BROKER NECESSARILY DISCOVER MOLD. ACCORDINGLY, THE PARTIES ARE ADVISED STRONGLY TO HIRE INDEPENDENT EXPERTS TO INSPECT THE PROPERTY FOR THE PRESENCE AND CAUSE OF MOLD, AS WELL AS POSSIBLE REMEDIES, AND TO ADVISE YOU OF POSSIBLE PHYSICAL OR HEALTH RELATED EFFECTS.

FOR FURTHER INFORMATION, BUYER AND SELLER SHOULD CONTACT THE ENVIRONMENTAL PROTECTION AGENCY AT WWW.EPA.GOV/LAQ AND THE CENTERS FOR DISEASE CONTROL AND PREVENTION AT WWW.CDC.GOV. VISIBLE MOLD OR POTENTIAL AIRBORNE CONTAMINATION CAN BE SAMPLED BY AN ENVIRONMENTAL CONSULTANT AND ANALYZED BY A QUALIFIED LABORATORY. BROKERS DO NOT GUARANTEE THE PERFORMANCE OF EITHER ENVIRONMENTAL CONSULTANTS OR LABORATORIES. BROKERS DO NOT RECOMMEND ANY PARTICULAR CONSULTANT OR LABORATORY. WE SUGGEST THAT BUYERS AND SELLERS SELECT ANY CONSULTANTS AND LABORATORIES OF THEIR OWN CHOOSING.

AS WITH ALL KNOWN DEFECTS, SELLERS ARE TO ADVISE BUYERS OF ANY "KNOWN" WATER LEAKS, SEEPAGES, AND WATER INTRUSIONS IN AND TO THE PROPERTY.

SELLER ADVISES BUYERS OF THE FOLLOWING KNOWN WATER LEAKS, SEEPAGES AND WATER INTRUSIONS:

WE RECOMMEND THAT BUYERS THAT UTILIZE THEIR OWN RESOURCES CHECK OUT THE POSSIBILITY OF MOLD REGARDING THE ABOVE PROPERTY TO SATISFY ANY AND ALL CONCERNS. BUYER HOLDS SELLERS, RE/MAX OF VALENCIA, ALL BROKERS AND AGENTS INVOLVED IN THE TRANSACTION HARMLESS FROM ANY FURTHER OBLIGATION REGARDING THIS MATTER. BUYERS ARE TO UTILIZE THE DISCLOSURES GIVEN AND TO SATISFY THEIR OWN CONCERNS, IF ANY. BUYERS ACKNOWLEDGE THAT THEY HAVE READ THIS DISCLOSURE AND UNDERSTAND ITS CONTENTS.

SELLER _____ SELLER _____ DATE _____

BUYER _____ BUYER _____ DATE _____



25101 The Old Road
Santa Clarita, California 91381
Office: (661) 255-2650
Each office independently owned and operated



REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ)

(C.A.R. Form TDS, Revised 10/03)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Santa Clarita, COUNTY OF Los Angeles, STATE OF CALIFORNIA,

DESCRIBED AS _____

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) _____. 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 Section 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: _____

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 (read across)

- | | | |
|---|--|---|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer Hookups | | <input type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Patio/Decking | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | | |
| <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover* | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Automatic Garage Door Opener(s)* | <input type="checkbox"/> Number Remote Controls _____ |
| Garage: <input type="checkbox"/> Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| Pool/Spa Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| Water Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | |
| Water Supply: <input type="checkbox"/> City | <input type="checkbox"/> Well | <input type="checkbox"/> Private Utility or |
| Gas Supply: <input type="checkbox"/> Utility | <input type="checkbox"/> Bottled | Other _____ |
| <input type="checkbox"/> Window Screens | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* | |
| Exhaust Fan(s) in _____ 220 Volt Wiring in _____ | Fireplace(s) in _____ | |
| <input type="checkbox"/> Gas Starter _____ | <input type="checkbox"/> Roof(s): Type: _____ Age: _____ (approx.) | |
| <input type="checkbox"/> 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 footnote on page 2)

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Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



TDS REVISED 10/03 (PAGE 1 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Agent: Neal Weichel-Remax of Valencia Phone: (661) 284-5080 Fax: (661) 284-5084 Prepared using WINForms® software
 Broker: Re/Max of Valencia 25101 The Old Road, Santa Clarita CA 91381

Property Address: _____ Date: _____

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): _____

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 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.

C. Are you (Seller) aware of any 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
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, including any lawsuits 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): _____

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.

Seller _____ Date _____

Seller _____ Date _____

Buyer's Initials (_____) (_____)
 Reviewed by _____ Date _____





Disclosure Addendum
(With Santa Clarita Valley Area Disclosures)

This document is an addendum to:

- Statewide Buyer and Seller Advisory (SBSA) Supplemental Statutory Disclosure (SPQ)
- Transfer Disclosure Statement (TDS) Other _____

Property _____ referred to as "Subject Property" In
 which _____ is referred to as "Buyer"
 and _____ is referred to as "Seller".

This document is intended to assist the parties in providing all appropriate disclosures concerning the Subject Property. It is not intended to provide a complete list of all potential issues related to the Subject Property. Accordingly, the parties should supplement this document and the Transfer Disclosure Statement with all additional information they may have, which impacts the Subject Property.

Seller Disclosures

Check YES or NO to the answers to the questions below.

1. Are you aware of Mello-Roos tax, Landscape Maintenance Districts, School Bonds, or other fees and/or assessments attached to, or associated with, the Subject Property? YES NO *If YES, see item 5 below*
2. Are you aware of any settlement received or judgments regarding a lawsuit involving you the Seller, the Subject Property, tract/development, or the Homeowners Association? YES NO *If YES, see item 5 below*
If Yes:
 - a) Were repairs or other remedial actions made to the Subject Property? YES NO UNKNOWN *If YES, see item 5 below*
 - b) Were the repairs or remedial actions done with appropriate permits? YES NO UNKNOWN *If NO, see item 5 below*
3. Has anything "stigmatized" the Subject Property such as a death on the property, a violent crime, crime in the area/neighborhood, or allegations that the Subject Property is "haunted"? YES NO *If YES, see item 5 below*
4. Homeowners Association: Is this Subject Property located in a Common Interest Development, Condominium, or an area affected by a Homeowners Association? YES NO

If YES, please complete the Seller's HOA Questionnaire and attach to this disclosure.

(If checked) Seller's Common Interest and HOA Disclosure is attached.

5. *If the answer to questions 1 to 4 above was YES, please attach an Addendum with an explanation regarding each item. Please attach any reports, estimates and/or invoices, etc. relating to the item disclosed and indicate if insurance is involved.*

(If checked) Addendum to the Santa Clarita Disclosure with the Seller's answers and explanations to the above questions is attached.

Seller Initials () () Buyer Initials () ()

Mgmt:

Property Address: _____

General Disclosures

This is a list of issues to assist the Buyer in evaluating the purchase of the Subject Property. It is not intended as a complete list and Buyer is hereby instructed to take all necessary steps to satisfy themselves as to any issue that impacts the subject property.

1. **Flooring Disclosure:** Neither Seller or Broker(s) make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by the Seller. Buyer understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any known conditions regarding flooring underneath the existing floor covering. If Buyer is informed that "wood floors" exist under the current floor coverings, Buyer understands that this is NOT a representation or guarantee that all flooring underneath existing floor coverings are wood and is not a representation or guarantee as the condition of said wood.

2. **Gas Shut-Off Valve Availability:** Buyer and Seller are advised that Earthquake Gas Shut-Off Valves are available.

3. **Intended Use of the Property:** Buyer is advised to investigate if the Subject Property meets their current and future intended use. If Buyer intends to make additions/modifications to the Subject Property in the future, Buyer is advised to investigate with appropriate authorities all factors regarding their future plans

4. **Licensed Care Facilities:** Buyer and Seller are advised that licensed care facilities may be found in any neighborhood and are protected by State law. Buyer shall conduct Buyer's own investigation of such matters and will not rely on Broker(s) or Agent(s) for information regarding the nature and location of licensed care facilities.

5. **Non Permitted Additions/Modifications:** Buyer and Seller are advised that items in the above mentioned property may have been built without the proper City/County permits. Further, it is understood that those items may or may not be built to the current code and it may not be possible to obtain a permit for them. Buyer is also advised that the local governing body may request the removal of the non-permitted items. Buyer understands that the removal of these items may require permits and that other costs could be incurred.

6. **Oil Derricks & Pollutants and Toxins.** Buyer and Seller are advised some known and/or alleged oil derricks and/or pollutants and toxin problems may be around the area.

7. **Rented Equipment.** If there are items such as a water softening device, water purification system, alarm system, or satellite dish installed on the Subject Property, Buyer is advised to investigate with Seller the status of the ownership or rental of these units. Units rented to the Seller will not be transferred to the Buyer without Buyer making a separate rental agreement with the various rental companies involved.

8. **Review of Easements:** Buyer and Seller are advised to read and review all documents that may impact the title, use or possession of the Subject Property, and to have a physical inspection of the Subject Property for possible easements or encroachments, including without limitations roads, paths, structures, utility devices and other improvements. The Broker(s) have not verified, and are not qualified to verify, whether recorded or unrecorded documents or easements or encroachments affect the title, use or possession of the Subject Property. Buyer is strongly urged to employ appropriate competent professional(s) (such as civil engineer(s), surveyor(s) and general contractor(s) to review all issues that may impact title, use or possession of the Subject Property.

Seller Initials () () Buyer Initials () ()

Property Address: _____

Santa Clarita Valley Disclosures

This is a list of some area specific issues to assist the Buyer in evaluating the purchase of the Subject Property. It is not intended as a complete list and Buyer are hereby instructed to take all necessary steps to satisfy himself/herself as to any issue which impacts them, or the Subject Property.

1. **Bermite Disclosure:** Buyer and Seller are advised that a mostly vacant parcel of approximately 1000 acres, located in the general vicinity south of Soledad Canyon Road and east of Bouquet Canyon Road, contains contaminants from past manufacturing operations. Buyer is advised to make an independent and complete investigation of the effects, if any, on the value, use, and enjoyment of their property.
2. **County Jail Facilities:** Buyer and Seller are advised that the Los Angeles jail facility "Pitchess Detention Center" is situated on the east side of the I-5 freeway near Castaic. The county jail site includes four jail facilities ranging from medium to maximum security.
3. **Cogeneration Plant in Placerita Canyon:** Buyer and Seller are advised there is a Cogeneration Plant in the Placerita Canyon area.
4. **Earthquake Damage Disclosure:** Southern California has experienced various earthquakes in the past. Damage caused by an earthquake may not be discoverable by Buyer or Brokers' visual inspection. Thus, inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Subject Property. If the Subject Property is a condominium, or a unit in some other 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 advised that earthquake insurance may be available.
5. **Future Development, Land Use, and Neighborhood Conditions:** The Santa Clarita Valley, including the surrounding unincorporated communities, is a region still undergoing significant real property development. Although a so-called "Master Plan" exists, it is neither fully approved nor does it describe all areas of the valley. Tracts of unimproved land are in various stages of planning and/or approval for the construction of residential, commercial and industrial buildings. Buyer is advised that ultimate use of land adjoining, or even remote from the Subject Property is, or may be, the subject of proposed, planned or approved-but-as-yet-not started development. Such development may result in neighborhood, community and regional changes including but not limited to: the opening of cul-de-sac streets into previously undeveloped land or other nearby streets, the widening of existing streets, the building of entirely new roads, streets or freeways and the construction of appropriately zoned structures near to, or otherwise affecting, the Subject Property.
6. **Henry Mayo Newhall Memorial Hospital Expansion:** Buyer and Seller are advised that the Henry Mayo Newhall Memorial Hospital has proposed expansion of the campus to include additional buildings and facilities. For additional information Buyer is advised to contact Henry Mayo Newhall Memorial Hospital and The City of Santa Clarita for the current status of the expansion, additional expansion information, and how these may affect the Subject Property.
7. **High Winds Disclosure:** Buyer and Seller are advised that certain areas located in the Santa Clarita Valley and neighboring communities experience high winds.
8. **Juvenile Jail Facilities:** Buyer and Seller are advised that juvenile jail facilities are located in the Santa Clarita Valley and neighboring communities.
9. **Landfill Disclosure:** Santa Clarita Valley and neighboring communities are in close proximity to current landfill sites and/or the possibility of other landfill sites unknown to Seller or Broker(s).
10. **Metrolink/Railway:** Buyer and Seller are advised the Subject Property may be situated in or near one of the service areas of Metro link/Railway service. There may be noise or vibration and possible traffic delays due to train traffic in the area.
11. **National Forest Lands:** Buyer and Seller are advised that the Santa Clarita Valley area is near and, in some locations, adjoins the Angeles National Forest. Said National Forest is a natural wildlife habitat and also is used for a variety of recreational purposes.
12. **Oak Tree Ordinance:** The City of Santa Clarita has an ordinance regarding oak trees, including but not limited to, use, maintenance, trimming, cutting, removal and pruning of any oak tree. There are permit guidelines as part of the ordinance. Buyer is advised that any oak trees on or near the property may interfere with modifications or additions to property and may interfere with the use, expansion, and enjoyment of the Subject Property. Buyer is advised to consult appropriate professionals and the City of Santa Clarita regarding any oak trees near or on the Subject Property.

Seller Initials () () Buyer Initials () ()

Page 3 of 4
Original / Seller / Buyer

Mgmt:

Property Address: _____

.13. Plumbing Disclosures:

a. Galvanized Pipe Disclosure: Several Santa Clarita Valley builders have been the targets of class-action lawsuits alleging that they used inferior galvanized steel water pipes that have started to corrode and leak years after the homes were built. Corrosion or damage to water pipes may not be discoverable by Buyer or Broker's visual inspection. Inspection by licensed qualified professionals is strongly recommended to determine the integrity of the plumbing system prior to the expiration of the inspection contingency period of the purchase contract. If the Subject Property is a condominium or a unit in some other common interest subdivision, Buyer is advised to contact the Homeowners' Association about any pending litigation, repairs or retrofit work and the possibility of any increased or special assessment to defray the cost of litigation, repairs or retrofit. Buyer and Seller acknowledge that Broker(s) is not an expert regarding the plumbing matters that are the subject of this disclosure.

b. ABS Piping: Buyer and Seller are advised that homes in the Santa Clarita Valley may contain ABS plastic drain waste and vent pipe subject to failure. Buyer is urged to have an inspector determine if ABS plastic pipe is present.

14. Proximity to Dam(s): Santa Clarita Valley and neighboring communities are in close proximity to existing Dam(s).

15. Traffic Noise: Buyer and Seller are advised that the Subject Property may be near a freeway or other major roadway. The I-5 and 14 freeways are major commuter and industrial traffic routes that can result in traffic and/or noise and/or other nuisances.

16. Salt Water Pools: The Santa Clarita Valley Sanitation District adopted an ordinance making it illegal for both new and existing "saltwater" pools to be connected to the sewer system. Buyer is advised to consult appropriate professionals and/or the Sanitation District at www.lacsd.org/chloride or call 1-877-Cut-Salt for further information regarding Salt Water Pools.

17. Sand and Gravel Mining Operation Proposal: Buyer and Seller are advised that the Los Angeles County Regional Planning Commission has recently approved a proposal to expand the sand and gravel mining operation with appurtenant facilities, located at 12101 Soledad Canyon Road, about two miles east of the City of Santa Clarita. Concerns have been expressed by the community regarding this project with respect to the possibility of creating noise, air pollution and increased congestion from heavy truck traffic.

18. Water Softeners: The installation of residential self-regenerating water softeners is prohibited in the Santa Clarita Valley. Properties that already have self-regenerating water softeners, also known as automatic or rock salt softeners, may be allowed to keep their existing softeners, however they may not be moved to a new property in the Santa Clarita Valley.

Signing below, Seller and Buyer acknowledge that they have received, reviewed, understood and accepted the above disclosures.

Seller acknowledges and represent that they have fully and truthfully filled out this and all other disclosure documents. In addition, Seller acknowledges that they did not rely upon either Broker(s) or their Agent(s) for any information regarding the filling out of this or any other disclosure document or the making, or omission, of any disclosure.

This information is true and correct to the best of my/our knowledge:

Seller Signature: _____

Date: _____

Seller Signature: _____

Date: _____

Buyer agrees to make an independent and complete investigation of the effects, if any, of the value, use, enjoyment and safety of the Subject Property regarding the items above during their investigation period specified in the Purchase Agreement. Buyer understands that the items listed above are not an exhaustive list of all items that may effect the value, use, enjoyment and safety of the Subject Property, but is intended to provide some of the issues to assist them in their due diligence investigation of the property.

The real estate companies(s) and their agent(s) make no representations on these matters. As such, Buyer agrees to hold Broker(s) and agent(s) harmless with regard to the above disclosures and information provided by the seller, or information or disclosures that seller has failed to provide.

Buyer Signature: _____

Date: _____

Buyer Signature: _____

Date: _____

For Office Use Only
Reviewed by Broker & Designee: _____
Date: _____



Addendum to Transfer Disclosure Statement Dated _____ Seller's Common Interest and HOA Disclosure

For Use on Properties Located in a Condominium or Planned Unit Development

Seller: _____

Property Address: _____

City: _____ State _____ Zip _____

1) Homeowners Association Management Company

Community Association Name: _____

Management Company Name: _____

Property Managers Name: _____

Mgmt. Company Mailing Address: _____

City: _____ State _____ Zip _____

Office Phone: _____

Are there any additional HOA's associated with Property?

YES NO If YES, see item 12 below

Check the Answers to the Questions Below

2) Current amount of the Homeowners Association Dues: \$ _____

Dues are paid: (check one) Monthly Quarterly Yearly

Note: Buyer is advised that the dues and any assessments are as of the date the seller completed this form. They may increase from their current amounts, and/or the HOA may implement special assessments in the future. Buyer should check with HOA Management and/or HOA Directors regarding current and future dues/assessments and should read the HOA Documents carefully.

3) Are any portion of the dues a special assessment?

YES NO Unknown If YES, see item 12 below

4) Are you aware of any pending or anticipated increases in the HOA dues or a future special assessment in the development?

YES NO If YES, how much? _____
If YES, when? _____

5) What parking facilities (Garage, Carport, Tandem Garage, Shared Garage, Other) does this property provide?

a) How many of each? Garage _____, Carport _____, Tandem Garage _____, Shared Garage _____,

Other (Describe) _____

b) Space #(s) _____

c) Are there any parking restrictions? YES NO Unknown If YES, see item 12 below

Seller(s) Initials () () Buyer(s) Initials () ()

Mgmt:

**Addendum to Transfer Disclosure Statement
Seller's Common Interest/HOA Disclosure Continued**

Property Address: _____

6) Is there a common Mailbox? YES NO Mailbox Number? _____
How many keys do you have? _____

7) What common area facilities does the property, tract/development or Homeowners Association have?

- (Check those that apply) Community Pool Community Spa Tennis Courts Greenbelt/Park
 Guard Security Recreation Bldg. Sauna
 Storage Area RV Parking None Other: _____

8) In addition to the common area facilities, what other items are included in the Homeowners Association Dues?

- (Check those that apply) Cable TV Exterior Maintenance Foundation Hot Water
 Insurance Roof Maintenance Trash Water
 None Other: _____

9) Have you ever been notified by the Homeowners Association of a violation on the property?

- YES NO *If YES, see item 12 below*

10) Are you aware of any pending or proposed maintenance/repair projects that will affect the property or the common areas?

- YES NO *If YES, see item 12 below*

11) Are you aware of any nuisances or other factors that affect the Subject Property or common areas?

- YES NO *If YES, see item 12 below*

12) If the answer to questions 3, 4, 5, 6, 9, 10, or 11 above was YES, please attach the Addendum to the Common Interest Disclosure and respond to each question. Please include copies of receipts or documents supporting any explanation for Buyers review.

(If checked) Attached is the Addendum to the Common Interest Disclosure with the Seller's answers and explanations to any of the above questions.

13) **Buyer Initial** () () Buyer is advised that there may be issues that impact the buyer and the subject property relating to insurance; the existence of pending or future lawsuits; current or future assessments; and other matters that may impact buyer and/or the Subject Property. Buyer shall take all necessary steps to identify and evaluate any such issues.

Buyer(s) and Seller(s) acknowledge receipt of this page, which constitutes Page 2 of 2

Seller(s) acknowledged and represent that they have fully and truthfully filled out this and all other disclosure documents. In addition, Seller(s) acknowledge that they did not rely upon either broker or their agents for any information regarding to filling out of this or any other disclosure document or the making, or omission, of any disclosure.

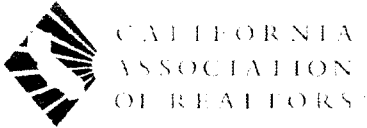
Seller Signature: _____ Date: _____ Seller Signature: _____ Date: _____

Buyer is hereby advised to contact the Homeowners Association and/or Management Company regarding the information above and/or any other questions you may have regarding the property and/or the Tract/Development. The real estate companies(s) and agent(s) make no representations on these matters. As such Buyer(s), agrees to hold its Broker(s) and Agent(s) harmless with regard to homeowners' association lawsuits

I have received, read and acknowledge receipt of a copy of this information:

Buyer Signature: _____ Date: _____ Buyer Signature: _____ Date: _____

<p>For Office Use Only Reviewed by Broker & Designee: _____ Date: _____</p>
--



SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 11/07)

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 or when no TDS is required.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as _____, Assessor's Parcel No. _____, situated in _____, County of _____, California, ("Property").

II. The following are representations made by the 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 desire legal advice, they should consult an attorney.

III. 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.

IV. 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.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- 1. Any alterations, modifications, remodeling, replacements or material repairs on the Property (including those resulting from Home Warranty claims) ... Yes No
2. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ... Yes No
3. Any part of the Property being painted within the past 12 months. ... Yes No

Explanation: _____

STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- 4. Defects in any of the following, (including past defects that have been repaired) heating, air conditioning, electrical, plumbing (including the presence of polybutelene 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

Explanation: _____

DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- 5. 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

Explanation: _____

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SPQ REVISED 11/07 (PAGE 1 OF 4)

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Agent: Neal Weichel-Remax of Valencia Phone: (661) 284-5080 Fax: (661) 284-5084 Prepared using WINForms® software
Broker: Re/Max of Valencia 25101 The Old Road, Santa Clarita CA 91381

Property Address: _____ Date: _____

WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- 6. Water intrusion 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
- 7. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property Yes No
- 8. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation: _____

PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- 9. Pets on or in the Property Yes No
 - 10. Problems with livestock, wildlife, insects or pests on or in the Property Yes No
 - 11. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
 - 12. 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 _____

Explanation: _____

BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- 13. Surveys, easements, encroachments or boundary disputes Yes No
- 14. 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
- 15. Use of any neighboring property by you Yes No

Explanation: _____

LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- 16. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
- 17. Operational sprinklers on the Property Yes No
 - (a) If yes, are they automatic or manually operated.
 - (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
- 18. An operational pool heater on the Property Yes No
- 19. An operational spa heater on the Property Yes No
- 20. 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

Explanation: _____

COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:

ARE YOU (SELLER) AWARE OF...

- 21. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues or litigation by or against the Homeowner Association affecting the Property Yes No

Explanation: _____

Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

TITLE, OWNERSHIP AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- 22. Any other person or entity on title other than Seller(s) signing this form Yes No
- 23. Leases, options or claims affecting or relating to title or use of the Property Yes No
- 24. Past, present, pending or threatened lawsuits, 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
- 25. 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

Explanation: _____

NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- 26. 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, or wildlife Yes No

Explanation: _____

GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- 27. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that apply to or could affect the Property Yes No
- 28. Existence or pendency of any rent control, occupancy restrictions or retrofit requirements that apply to or could affect the Property Yes No
- 29. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- 30. 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
- 31. Proposed construction, reconfiguration, or closure of nearby government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- 32. 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
- 33. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Yes No
- 34. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No

Explanation: _____

STATUTORILY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

- 35. Within the last 3 years, the death of an occupant of the Property upon the Property Yes No
- 36. 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
- 37. 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
- 38. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
- 39. 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

Explanation: _____

Buyer's Initials (_____) (_____)
 Seller's Initials (_____) (_____)
 Reviewed by _____ Date _____



Property Address: _____ Date: _____

CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

- 40. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
- 41. Insurance claims affecting the Property within the past 5 years Yes No
- 42. Matters affecting title to the Property Yes No

Explanation: _____

OTHER:

ARE YOU (SELLER) AWARE OF...

- 43. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property Yes No
(If yes, provide any such documents in your possession to Buyer.)
- 44. 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

Explanation: _____

VI. (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.

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 his/her own duty of disclosure.

Seller _____ Date _____
Seller _____ Date _____

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 _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





- Addendum # _____ to the Seller's Common Interest/HOA Addendum
- Addendum # _____ Addendum to Transfer Disclosure Statement

Property Address: _____

The following are statements & disclosures made by _____, the Seller(s) as of _____ (date) in reference to information on the above referenced form.

(Please Number Each Item Separately)

The information has not been verified and is not the disclosure of any agent involved in this transaction. This information is true and correct, to the best of my knowledge:

Seller: _____ **Date:** _____

Seller: _____ **Date:** _____

I have received, read, and acknowledge receipt of a copy of this information:

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Addenda May Be Attached to This Advisory. See Paragraph 44)
(C.A.R. Form SBSA, Revised 4/07)

Property Address: Santa Clarita, ("Property").

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 personally and with appropriate professionals.
If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
You should retain your own professional even if Seller or Broker has provided you with existing reports.
You should read all written reports given to you and discuss those reports with the persons who prepared them.
You have the right to request that the Seller make repairs, corrections or take other actions based on inspections or disclosures.
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 terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.
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 for inspections allowed by the contract.
This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaire or disclosure.
The terms of the Purchase Agreement and any Counter Offers and Addenda establish your rights and responsibilities.

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 Broker gives a referral to another professional, Broker does not guarantee that person's performance. You may select any professional of your own choosing.
Any written agreement between Broker and Buyer or Seller establishes the rights and responsibilities of those parties.

1. 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 within 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, or 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 for the area of concern to Buyer. Brokers do not have expertise in these areas. 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 somebody 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.

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Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 10)

Agent: Neal Weichel-Remax of Valencia Phone:(661) 284-5080 Fax:(661) 284-5084 Prepared using WINForms® software
Broker: Re/Max of Valencia 25101 The Old Road , Santa Clarita CA 91381

2. SQUARE FOOTAGE, LOT SIZE AND BOUNDARIES: 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 based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any such representations. Brokers do not have expertise in this area. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters during Buyer's inspection contingency period.

3. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion, 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 have known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. 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.

4. 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 Buyer's or Brokers visual inspection. 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 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 Homeowners 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 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 geologic 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. Brokers do not have expertise in this area. 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.

5. 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, 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. 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. 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 inspection contingency period. Brokers do not have expertise in this area. 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."

6. 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 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 roof. Seller is advised to disclose the existence of any such condition 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 property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. 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.

Buyer's Initials (____) (____)
Seller's Initials (____) (____)

Reviewed by _____ Date _____



7. 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. Because 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.

8. SEPTIC SYSTEM(S): 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 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 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. Brokers do not have expertise in this area. 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.

9. 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 recommends 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 inspection contingency period. Brokers do not have expertise in this area.

10. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of, or other 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. Brokers do not have expertise in this area. 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 inspection contingency period.

11. 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, advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Brokers have not verified any such representations. If Buyer wants further information Buyer is advised and Broker recommends that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

Buyer's Initials (____) (____)

Seller's Initials (____) (____)

Reviewed by _____ Date _____



12. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 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 inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

13. 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 Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

14. 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, or an area of Potential Flooding pursuant to California Government Code Section 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 recommends that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

15. 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. 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 of the Property, its development and size. 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.

16. 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. Broker makes no representation regarding the preservation of existing views. If Buyer wants further information, Broker recommends that Buyer review Covenants, Conditions and Restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

17. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or remodels of portions 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 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. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). 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 <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. 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.

18. ERRANT GOLF BALLS: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course there is a possibility that golf balls may damage the Property or injure persons or pets on it. Additionally, persons playing golf may enter the Property to retrieve errant golf balls or for other purposes. Broker recommends that Buyer investigate this possibility during Buyer's Inspection contingency period. Brokers do not have expertise in this area.

Buyer's Initials (____) (____)
Seller's Initials (____) (____)

Reviewed by _____ Date _____



19. 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 that Buyer is interested in. Broker recommends that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

20. 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 airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include traffic on streets and highways, 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.

21. 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 contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and may not be eliminated by cleaning or replacing carpets or other cleaning. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. 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.

22. SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, access alarms, self-latching mechanisms 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. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer contact local government agencies about these restrictions and other requirements.

23. RETROFIT: Buyer and Seller are advised that state and local Law may require the installation of operable smoke detectors, bracing or strapping of water heaters, and completion of a corresponding written statement of compliance that is delivered to Buyer. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker recommends 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.

24. 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.

25. NEIGHBORHOOD, AREA; PERSONAL FACTORS: 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 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, 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.

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



26. INSURANCE: 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. Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer conduct his or her 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 Association Insurance. Broker recommends 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. If 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 recommends that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Brokers do not have expertise in this area.

27. 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 recommends 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.

28. 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 on Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker recommends that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

29. 1915 BOND AND MELLO-ROOS COMMUNITY AND OTHER FACILITIES DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and/or a levy of a special tax pursuant to a Mello-Roos community facilities or other district. 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. Brokers do not have expertise in this area.

30. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): 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 of Covenants, Conditions and Restrictions (CC&Rs) 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. 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. 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. See paragraph 26 for further information regarding insurance. Brokers do not have expertise in this area.

31. 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 fees, over and above any stated association fees. Private transfer fees: (A) may last for a fixed period of time or in perpetuity, (B) are typically calculated as a percentage of home's sales price, and (C) may have private parties, charitable organizations or interest-based groups as their recipients. Brokers do not have expertise in this area.

Buyer's Initials (____) (____)
Seller's Initials (____) (____)
Reviewed by _____ Date _____



32. 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. 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 below, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. The following are examples of recall/defective products/class action information. The information is not exclusive. If Buyer wants further information, Broker recommends that Buyer contact the sources below. Brokers do not have expertise in this area and will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. (NOTE: While the information below is believed to be current as of the revision date of this form, phone numbers and web addresses may change or be discontinued.)

A. FURNACES: Buyer is advised that the CPSC has issued a warning regarding certain gas-fired horizontal forced-air furnaces that present a substantial risk of fire. The furnaces in question were manufactured from 1983 to 1994 by Consolidated Industries and were marketed under many different brand names. Homes built before 1983 or after 1994 could still have the furnaces in question due to replacements or remodeling. If Buyer wants further information, Broker recommends that Buyer contact CPSC's hotline at (800) 638-2772.

B. WHIRLPOOL MICROWAVE-HOOD COMBINATION: Buyer is advised that Whirlpool Corporation has voluntarily recalled approximately 1.8 million microwave-hood combinations that have been known to overheat and catch fire. The units at issue are installed above ranges and are sold under the Whirlpool, KitchenAid and Kenmore brand names. If Buyer wants further information, Broker recommends that Buyer contact Whirlpool by phone at (800) 785-8897 or at its website, <http://www.repair.whirlpool.com>.

C. ROOF TILES: Buyer is advised that there is a class action lawsuit concerning certain fire free tiles and quantum panels manufactured and installed by RE-Con Building Products, Inc. from December 1993 to November 1997. If Buyer wants further information, Broker recommends that Buyer call (800) 966-3696 or view the website at <http://www.firefreeclaims.com>.

D. FIRE SPRINKLER: Buyer is advised that Central Sprinkler Company is recalling 35 million fire sprinkler heads that may be defective. If Buyer wants further information, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> or Central Sprinkler Company at (866) 505-8553 or <http://www.sprinklerreplacement.com>.

E. WATER HEATER: Buyer is advised that certain water heaters manufactured by a variety of companies between 1993 and 1997 may be defective. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional who can determine if the water heater on the Property is defective.

F. ALUMINUM WIRING: Buyer is advised that some properties in California are wired in whole or in part with aluminum wiring which was approved at the time of construction but subsequently determined to be a potential hazard. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional who can determine if the wiring on the Property is defective.

G. GALVANIZED, ABS, POLYBUTYLENE AND COPPER PIPE: Buyer is advised that galvanized steel water pipes may corrode and leak after several years and that ABS plastic drain waste and vent pipe may be subject to failure. Buyer is also advised that the adhesive used in the installation of polybutylene pipe has been subject to failure. Additionally, copper pipe installed in slabs may develop leaks as result of reaction to certain soils. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional who can determine if the water pipes and drains on the Property are defective.

H. WATER HEATER GAS CONTROL VALVES: Buyer is advised that the CPSC in cooperation with Robertshaw Controls Company has announced a voluntary recall of approximately 178,000 gas control valves installed on water heaters manufactured between July 2005 and August 2005 with production date codes 5-31 through and including 5-33 under brand names American Proline, Bradford White, GE, GSE, Hotpoint, Jetglas, John Wood, Lochinvar, Premire Plus, Powerflex, Rheem, Richmond, Ruud, Vanguard, Whirlpool and U.S. Craftsman.

Further information, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> or contact Robertshaw Controls at (888) 225-1071 or <http://www.robertshaw.com>.

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



Property Address: Santa Clarita,

Date: _____

I. ARC-FAULT CIRCUIT BREAKER: Buyer is advised that the CPSC in cooperation with Schneider Electric has announced a voluntary recall of approximately 700,000 Square D Q® and Homeline® AFCI circuit breakers manufactured by Schneider Electric North American Operating Division. The recalled arc-fault interrupter circuit breakers are designed for use in 15 and 20-amp branch circuits; have a blue test button and were manufactured between March 2004 and September 2004. Tests show that these circuit breakers may not provide the arc-fault protection required by the 2001 California Electrical Code, Section 210-21. If Buyer wants further information, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> or contact Schneider Electric at (877) 202-9064 or <http://www.us.squared.com/recallafci>.

33. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker recommends that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

34. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some 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. 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.

35. 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. Broker recommends that Buyer review the policy for details. Brokers do not have expertise in this area.

36. INTERNET ADVERTISING: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Broker has control over who will obtain access to the service or what action such persons might take. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet. Brokers do not have expertise in this area.

37. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code section 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 definitions of "good funds." Broker recommends that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All drafts and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to the escrow holder's account. Brokers do not have expertise in this area.

38. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller or his or her agent is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" 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. 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. 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. If Buyer wants further information concerning these matters, Broker recommends that Buyer discuss the issue with the County Assessor or Tax Collector. Brokers do not have expertise in this area.

Buyer's Initials (____) (____)
Seller's Initials (____) (____)

Reviewed by _____ Date _____



39. 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. 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.

40. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code section 1445 requires a Buyer to withhold and remit to the Internal Revenue Service 10% of the purchase price if Seller is a non-resident alien, unless an exemption applies. 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 include Seller's tax identification number. Buyer can also avoid the federal withholding requirement 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 Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price 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 exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

41. 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 the Buyer breaches the agreement, and generally must be separately initialed by both parties 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. However, if the Property contains from 1 to 4 units, one of which the 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 the Buyer's deposit to the 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.

42. MEDIATION: Buyer and Seller are advised that mediation is a process in 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-CA; (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 first attempting to mediate the dispute, that party risks losing the right to recover attorney fees even if he or she prevails.

43. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a 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 on the public record. By agreeing to arbitration the parties give up the right to a jury trial and to appeal. 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 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.

Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: Santa Clarita, Date: _____

44. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A. _____
- B. _____
- C. _____
- D. _____

Buyer and Seller acknowledge and agree that Broker: (i) does not decide what price Buyer should pay or Seller should accept; (ii) does not guarantee the condition of the Property; (iii) does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory. Buyer and Seller are encouraged to read it carefully.

Date _____ Date _____

BUYER _____ BUYER _____

(Print name) (Print name)

(Address)

Date _____ Date _____

SELLER _____ SELLER _____

(Print name) (Print name)

(Address)

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listng Firm) Re/Max of Valencia DRE Lic. # _____

By Neal Weichel DRE Lic. # _____ Date _____

Address 25101 The Old Rd City Stevenson Ranch State CA Zip 91381

Telephone (661)284-5080 Fax (661)284-5084 E-mail neal@nealweichel.com

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Reviewed by _____ Date _____



IMPORTANT NOTICE

THE ATTACHED "LETTER TO HOMEOWNERS" FROM THE CALIFORNIA ENERGY COMMISSION IS REGARDING DUCT SEALING REQUIREMENTS AND REPLACEMENT OF CONDENSING UNITS SINCE 2005.

COMPLIANCE WITH THIS REQUIREMENT WILL SAVE YOU MONEY AND FUTURE LIABILITY.

BY SIGNING BELOW YOU ACKNOWLEDGE RECEIVING AND REVIEWING THIS DOCUMENT.

SELLER

SELLER

DATE

BUYER

BUYER

DATE

CALIFORNIA ENERGY COMMISSION1516 Ninth Street
Sacramento, California 95814Main website: www.energy.ca.gov**LETTER TO HOMEOWNERS:****NEW DUCT SEALING REQUIREMENTS - YOU WILL BENEFIT**

Beginning October 1, 2005, you must have your home's ducts tested for leaks when you have a central air conditioner or furnace installed or replaced. Ducts that leak 15 percent or more must be repaired to reduce the leaks. After your contractor tests and fixes the ducts, you choose whether to have an approved third-party field verifier check to make sure the duct testing and sealing was done properly or to have your house included in a random sample where one in seven duct systems are checked.

Duct sealing is not required in the following situations: 1) when homes are in specific coastal climates; 2) when systems have less than 40 feet of ductwork in unconditioned spaces like attics, garages, crawlspaces, basements or outside the building, or 3) when ducts are constructed, insulated or sealed with asbestos. There also are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks.

You also should know that any contractor failing to obtain a required building permit and failing to test and repair your ducts is violating the law and exposing you to additional costs and liability. Real estate law requires you to disclose to potential buyers and appraisers whether or not you obtained required permits for work done on your house. If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and you may have to pay penalty permit fees and fines prior to selling your home.

The greatest energy use in California homes is for central air conditioning and heating. Most homes with central air conditioning and heating systems have ducts that were never properly sealed. **The average home's ducts leak around 30 percent of the conditioned air outside the home. These leaks are taking money straight out of your pocketbook.** Properly sealed ducts will lower your energy bills, reduce pollution inside your home, and help to avoid a repeat of the inconvenience and health and safety risks that we suffered during the power blackouts in 2000.

For more information, please contact the Energy Commission Efficiency Hotline at (800) 772-3300, or visit our website at www.energy.ca.gov/title24/changeout.

Date: August 2, 2005

JACKALYNE PFANNENSTIEL
Vice Chair

ARTHUR H. ROSENFELD, Ph. D.
Commissioner

CALIFORNIA ENERGY COMMISSION

1516 NINTH STREET
SACRAMENTO, CA 95814-5512
www.energy.ca.gov



Residential HVAC Change-out Requirements

and ALTERNATIVE TO DUCT TESTING for CLIMATE ZONES 9-11 and 13-15

The average home's HVAC ducts leak around 30 percent of the conditioned air to unconditioned spaces (the attic, outdoors, etc.). New energy regulations became effective on October 1, 2005 that require sealing of ducts and also require a refrigerant charge measurement or the installation of a thermal expansion valve (TXV) in residential applications. Additional documentation is required at permit application and for final inspection of new mechanical equipment and related components.

Duct testing verification by a 3rd party HERS rater independent from the installing company is required in Climate Zones 2, and 9 through 16 for doing change-outs or when replacing HVAC equipment components. Duct testing is not required in Climate Zones 1, and 3 through 8. An alternative to duct testing is described below. This alternative applies **only** for Climate Zones 9-11 and 13-15. There are separate requirements for Climate Zones 2, 12 and 16.

Duct testing is required when one of the following occurs:

- Complete HVAC Change-out
- Heat Exchanger Replacement
- Coil Replacement
- Condenser Replacement
- Air Handler Replacement
- Any time more than 40 lineal feet of duct is added or replaced in unconditioned space

DUCT SEALING REQUIREMENTS:

1. *For installations that involve the changes listed above*, the measured duct leakage must conform to one of the following requirements:
 - Option # 1 must be less than 15% of fan flow; **or**
 - Option # 2 must be less than 10% of fan flow if to outside; **or**
 - Option # 3 must be reduced by more than 60% relative to the measured leakage prior to the installation or replacement of equipment and all accessible leaks must be fixed using a smoke test; **or**
 - Option # 4 if Option # 1, or #2 or #3 has been tried, all accessible leaks must be sealed by the contractor using a smoke test. Sampling is prohibited when option #4 is used.
2. *For installed ducts that form an entirely new duct system*, the measured leakage must be less than 6% of fan flow.

3. **Refrigerant Charge (RC) or TXV** is always required for a complete HVAC changeout of a split system or when the coil or condenser in a split system is replaced. Packaged systems do not require RC or TXV.
4. **For a complete changeout the installer must** fill out and distribute pages 3, 4 and 5 of the CF-6R. The HERS rater fills out page 1 and 3 of the CF-4R.
5. **When the coil or condenser is replaced the installer must** fill out pages 4 and 5 of the CF-6R. The HERS rater fills out pages 1 and 3 of the CF-4R.
6. **When the heat exchanger, air handler or more than 40ft of duct is changed or added the installer must** fill out page 4 of the CF-6R. The HERS rater fills out page 1 of the CF-4R.
7. **The installer must always test their own work and distribute the CF-6R pages** to the building owner, building department, and HERS rater. **The HERS rater is required to distribute the CF-4R forms** to the owner and the building department and enter the information into the HERS providers web site. **The building department cannot final the permit until** the appropriate form pages listed above have been received from the installer and HERS rater.

ALTERNATIVE TO DUCT TESTING

1. **If the homeowner does not wish to test their ducts** the alternative below may be used **only** for Climate Zones 9, 10, 11, and 13, 14, and 15. This option can only be used if a **completely** new HVAC is installed that meets the efficiency requirements below. If 100% of the ducts are replaced, then the alternative method cannot be used and the ducts must be HERS tested to leak less than 6%.

Option # 1: .92 AFUE furnace **and** a combined 14 SEER **and** 12 EER air conditioner **with RC or TXV. or**

Option # 2: 9.0 HSPF heat pump **and** a combined 14 SEER **and** 12 EER air conditioner **with RC or TXV.**

2. HERS verification of the both the EER and the Refrigerant charge (RC) or TXV is **always** required when using an alternative to duct testing.
3. When using an alternative **the inspector must receive** CF-6R pages 3, 5 and 8 from the installer and CF-4R pages 3 and 5 from the HERS rater before they can final a permit

Any time HERS verification is required, the installer must always test their own work and fill out and distribute the CF-6R pages to the building owner, building department, and HERS rater. **The HERS rater is required to** sample test the installers work and distribute the CF-4R forms to the owner and building department and to enter the information into the HERS providers web site. **The permit can not be finalized until** the inspector has all of the required forms. Every job must be entered into the HERS database so that verification of the HERS requirements can be conducted.

The HVAC system must be tested in its normal operating condition. Fresh air intakes, economizers, or any other path to the outside must not be temporarily taped or temporarily altered to pass the test.

Additional compliance approaches are available. Please contact the Energy Commission Efficiency Hotline at (800) 772-3300 or visit their website at for additional information at:
www.energy.ca.gov/title24/changeout.



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, 4/07)

This inspection disclosure concerns the residential property situated in the City of _____, County of _____, State of California, described as _____ ("Property").

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 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 (____)(____)

Seller's Initials (____)(____)

Reviewed by _____ Date _____



AVID 4/07 (PAGE 1 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Agent: Barbara Phone: (661) 284-5080 Fax: (661) 284-5084 Prepared using WINForms® software
Broker: Re/Max of Valencia 25101 The Old Road, Santa Clarita CA 91381

Property Address: _____ Date: _____

Inspection Date/Time: _____ Weather conditions: _____

Other persons present: _____

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): _____

Living Room: _____

Dining Room: _____

Kitchen: _____

Other Room: _____

Hall/Stairs (excluding common areas): _____

Bedroom # ____ : _____

Bedroom # ____ : _____

Bedroom # ____ : _____

Bath # ____ : _____

Bath # ____ : _____

Bath # ____ : _____

Other Room: _____

Buyer's Initials (____)(____)

Seller's Initials (____)(____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

Other Room: _____

Other: _____

Other: _____

Other: _____

Garage/Parking (excluding common areas): _____

Exterior Building and Yard - Front/Sides/Back: _____

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 (Firm) _____

By _____ Date _____
(Associate Licensee or Broker Signature)

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 receipt of a copy of this disclosure.

Date _____
SELLER _____

Date _____
SELLER _____

Date _____
BUYER _____

Date _____
BUYER _____

Real Estate Broker (Firm) _____ Date _____

By _____
(Associate Licensee or Broker Signature)

Real Estate Broker (Firm) _____ Date _____

By _____
(Associate Licensee or Broker Signature)

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