



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIP**  
(Listing Firm to Seller)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 11/09)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

**This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date 4/25/10

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date 4/25/10

Agent Maxreal \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Salesperson or Broker Associate) \_\_\_\_\_ DRE Lic. # 01408238 Date 04/25/10

**AGENCY DISCLOSURE COMPLIANCE (Civil Code §2079.14):**

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_ Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the California Association of REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AD REVISED 11/09 (PAGE 1 OF 2)

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)**

Agent: Agent Phone: (408) 666-4521 Fax: (408) 228-0899 Prepared using WINForms® software  
Broker: Maxreal 1288 Kifer Road, Suite 208, Sunnyvale CA 94086

## CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

**2079.13** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(Name of Listing Agent) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



**PRDS**  
**PREMISES LIABILITY ADVISORY REGARDING**  
**"SHOES OFF" REQUIREMENTS;**  
**AGREEMENT TO HOLD HARMLESS,**  
**INDEMNIFY AND DEFEND**



**Property:** 2474 Glendenning Ave., Santa Clara, CA

**Seller:** \_\_\_\_\_

Seller of the above Property has requested that Maxreal  
("Broker") require brokers, agents, prospective buyers and other invitees (including Open House invitees) to the Property to remove their shoes upon entry and conduct their walk-through visits in stocking feet or with the use of disposable shoe coverings.

Seller is advised that the possibility of slip and fall incidents among such business invitees increases when stocking feet and/or disposable shoe covering requirements are put in place. Particularly hazardous under such requirements are hardwood and other hard flooring surfaces. Seller acknowledges the recommendation of Broker and its agents against "shoes off" requirements.

By signing below, Seller declares that Seller nevertheless elects to impose a "shoes off" requirement relative to Open House and all other showings of and visits to the Property during the listing period and pendency of any sale thereof. Seller expressly agrees that, in consideration of Broker's willingness to provide for and/or dispense disposable shoe coverings or to otherwise participate in the implementation of said "shoes off" requirement at the Property, Seller agrees to and shall hold harmless, indemnify and defend Broker, its agents, officers and employees from and as to any and all injuries, claims, liabilities, judgments, losses, complaints, lawsuits and costs arising out of or relating to such "shoes off" requirements. Further, Seller hereby acknowledges Broker's admonition that Seller confer with Seller's insurance and legal advisors regarding the risks and liabilities surrounding such requirements, and regarding the indemnity, hold harmless and defend agreement provided for herein.

Date: 5/15/2010

Seller

Seller

Agent for Broker



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**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: 2474 Glendenning Ave. Santa Clara CA 95050 ("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. If you cancel outside these periods, you may be in breach of contract.
- 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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**SBSA REVISED 4/07 (PAGE 1 OF 10)**

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

Reviewed by                      Date                     



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

Agent: Agent	Phone: (408) 666-4521	Fax: (408) 228-0899	Prepared using WINForms® software
Broker: Maxreal 1288 Kifer Road, Suite 208, Sunnyvale CA 94086			

Property Address: 2474 Glendenning Ave., Santa Clara, CA Date: \_\_\_\_\_

**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 \_\_\_\_\_





Property Address: 2474 Glendenning Ave., Santa Clara, CA 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 \_\_\_\_\_



Property Address: 2474 Glendenning Ave., Santa Clara, CA 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 \_\_\_\_\_



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**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 (   *BR*   ) (   *BR*   )

Seller's Initials (   *BR*   ) (   *BR*   )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





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**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 \_\_\_\_\_



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**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>.

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**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 ( \_\_\_\_\_ )

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**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: 2474 Glendenning Ave., Santa Clara, CA 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 5/15/2009 Date 5/15/10

SELLER [Signature] SELLER [Signature] [Signature]

Sean Allen Weitzel Elizabeth Weitzel Susan Weitzel  
(Print name) (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 (Listing Firm) Maxreal DRE Lic. # \_\_\_\_\_

By [Signature] DRE Lic. # 01408238 Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**WATER HEATER AND SMOKE DETECTOR  
STATEMENT OF COMPLIANCE**  
(C.A.R. Form WHSD, Revised 11/09)

Property Address: 2474 Glendenning Ave., Santa Clara, CA

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**

- 1. 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). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- 2. 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.
- 3. 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. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 4. 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 [Signature] Sean Weitzel Date 5/15/2010  
(Signature) (Print Name)  
Seller [Signature] Elizabeth Weitzel Date 5/15/10  
(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**

- 1. 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).
- 2. 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.
- 3. 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 (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 4. 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.
- 5. 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 [Signature] Sean Weitzel Date 5/15/2010  
(Signature) (Print Name)  
Seller [Signature] Elizabeth Weitzel Susan Weitzel Susan Weitzel Date 5/15/10  
(Signature) (Print Name) (Print Name) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



WHSD REVISED 11/09 (PAGE 1 OF 1)

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

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Prepared using WINForms® software  
Broker: \_\_\_\_\_

# Residential Earthquake Hazards Report

(See the back of this form for applicable government codes.)

NAME 2474 Glendenning Ave., Santa Clara, CA	ASSESSOR'S PARCEL NO.
STREET ADDRESS	YEAR BUILT
CITY AND COUNTY	ZIP CODE

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.


	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17


If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

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

EXECUTED BY

  
(Seller)

  
(Seller)

  
Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer)

(Buyer)

Date

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

Keep your copy of this form for future reference



## SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 11/09)

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 2474 Glendenning Ave., 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.

**A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:**

**ARE YOU (SELLER) AWARE OF...**

1. Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☐ Yes ☒ No
  2. 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
  3. The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☒ No
  4. Whether the Property is located in or adjacent to an "industrial use" zone ..... ☐ Yes ☒ No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
  5. Whether the Property is affected by a nuisance created by an "industrial use" zone. .... ☐ Yes ☒ No
  6. Whether the Property is located within 1 mile of a former federal or state ordnance location. .... ☐ Yes ☒ No  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
  7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. .... ☐ Yes ☒ No
  8. Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☒ No
  9. Matters affecting title of the Property ..... ☐ Yes ☒ No
  10. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No
- Explanation, or ☐ (if checked) see attached; \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**B. 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

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SPQ REVISED 11/09 (PAGE 1 OF 4)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Seller's Initials ( Am ) ( Bul )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Agent:  
Broker:

Phone:

Fax:

Prepared using WINForms® software

Property Address: 2474 Glendinning Ave Santa Clara CA 95050 Date: 5/15/10  
Explanation: Refer to Supp' Sellers Checklist page 1

**C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

**ARE YOU (SELLER) AWARE OF...**

1. 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: Copper pipes installed, Faucets in Shower & Tub replaced

**D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

1. 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:

**E. WATER-RELATED AND MOLD ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

1. 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
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

Explanation:

**F. PETS, ANIMALS AND PESTS:**

**ARE YOU (SELLER) AWARE OF...**

1. Pets on or in the Property
2. Problems with livestock, wildlife, insects or pests on or in the Property
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above

☒ Yes ☐ No

☐ Yes ☒ No

☒ Yes ☐ No

☐ Yes ☒ No

If so, when and by whom

Explanation: 2 cats and dog on property for 8 years - Two Urine Stains on Living Room Hardwood Floor

**G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**

**ARE YOU (SELLER) AWARE OF...**

1. Surveys, easements, encroachments or boundary disputes
2. 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
3. Use of any neighboring property by you

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

Explanation:

Buyer's Initials ( ) ( )

Seller's Initials ( AW ) ( BW )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 2474 Glendinning Ave Santa Clara CA 95050 Date: 3/15/10

**H. LANDSCAPING, POOL AND SPA:**

**ARE YOU (SELLER) AWARE OF...**

1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☐ Yes ☒ No
2. 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
3. An operational pool heater on the Property ..... ☐ Yes ☒ No
4. An operational spa heater on the Property ..... ☐ Yes ☒ No
5. 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: \_\_\_\_\_

**I. COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:**

**ARE YOU (SELLER) AWARE OF...**

1. 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: \_\_\_\_\_

**J. TITLE, OWNERSHIP AND LEGAL CLAIMS:**

**ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form ..... ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No
3. 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
4. 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: \_\_\_\_\_

**K. NEIGHBORHOOD:**

**ARE YOU (SELLER) AWARE OF...**

1. 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: Refer to SUPP'Sellers Checklist Page 7

**L. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that apply to or could affect the Property ..... ☐ Yes ☒ No
2. Existence or pendency of any rent control, occupancy restrictions or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☒ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☒ No
4. 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
5. Proposed construction, reconfiguration, or closure of nearby government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☒ No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush



Property Address: 2124 Glendinning Ave Santa Clara CA 95050 Date: 5/15/16

- 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
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property . . . . . ☐ Yes ☒ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District . . . . . ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**M. OTHER:**

**ARE YOU (SELLER) AWARE OF...**

1. 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.)
2. 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: for more, look at Property Inspections

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 [Signature] Date 5/15/2016

Seller [Signature] Susan Weigel Date 5/15/16

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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REAL ESTATE BUSINESS SERVICES, INC.  
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date BW





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**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 \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF CALIFORNIA,

DESCRIBED AS 2474 Glendenning Ave., Santa Clara, CA

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: termite, pool, property

**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 checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Oven	<input checked="" type="checkbox"/> Microwave
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Trash Compactor	<input checked="" type="checkbox"/> Garbage Disposal
<input checked="" type="checkbox"/> Washer/Dryer Hookups	<input checked="" type="checkbox"/> Smoke Detector(s)	<input checked="" type="checkbox"/> Rain Gutters
<input type="checkbox"/> Burglar Alarms	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Fire Alarm
<input type="checkbox"/> T.V. Antenna	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Intercom
<input checked="" type="checkbox"/> Central Heating	<input type="checkbox"/> Sprinklers	<input type="checkbox"/> Evaporator Cooler(s)
<input type="checkbox"/> Wall/Window Air Conditioning	<input type="checkbox"/> Sump Pump	<input checked="" type="checkbox"/> Public Sewer System
<input type="checkbox"/> Septic Tank	<input type="checkbox"/> Built-in Barbecue	<input type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Patio/Decking		<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 checked="" 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 checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped*	<input type="checkbox"/> Private Utility or
Water Supply: <input type="checkbox"/> City	<input type="checkbox"/> Well	Other _____
Gas Supply: <input type="checkbox"/> Utility	<input type="checkbox"/> Bottled	
<input checked="" type="checkbox"/> Window Screens	<input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows*	
Exhaust Fan(s) in <u>Kitchen</u>	220 Volt Wiring in <u>Laundry + Garage</u>	Fireplace(s) in <u>Living Room</u>
<input type="checkbox"/> Gas Starter	<input checked="" type="checkbox"/> Roof(s): Type: <u>composition</u>	Age: <u>15 yv</u> (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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TDS REVISED 10/03 (PAGE 1 OF 3)

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

Buyer's Initials ( lu ) ( \_\_\_\_\_ )  
Seller's Initials ( \_\_\_\_\_ ) ( bw ) dw  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Agent: Agent Phone: (408) 666-4521 Fax: (408) 228-0899 Prepared using WINForms® software  
Broker: Maxreal 1288 Kifer Road, Suite 208, Sunnyvale CA 94086

Property Address: 2474 Glendenning Ave., Santa Clara, CA 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): \_\_\_\_\_

Shared Fences w/ two residences and one Apartment Complex

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: [Signature] Date: 5/15/2010

Seller: [Signature] Date: 5/15/10

Property Address: 2474 Glendenning Ave., Santa Clara, CA Date: \_\_\_\_\_

### III. AGENT'S INSPECTION DISCLOSURE

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

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

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent (Broker Representing Seller) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

### IV. AGENT'S INSPECTION DISCLOSURE

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

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

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

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

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

Seller [Signature] Date 5/15/2010 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller [Signature] Date 5/15/10 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

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

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

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Published by the  
California Association of REALTORS®

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**Acknowledge of Receipt of Homeowner's Guide  
to  
Earthquake Safety  
Environmental Hazards  
Protect Your Family from Lead in Your Home**

Property: 2474 Glendenning Ave., Santa Clara, CA

Sellers: \_\_\_\_\_

Regarding the purchase and sale of the above property:

The undersigned acknowledges receipt of the booklet on ***Home Owners' Guide to Earthquake Safety, Environmental Hazards, Lead in Your Home and Toxic Molds.***

Date: 5/15/2010

Date: \_\_\_\_\_

Seller: [Signature]

Buyer: \_\_\_\_\_

Seller: [Signature]

Buyer: \_\_\_\_\_

[Signature]





www.prdforms.com

# PRDS® SUPPLEMENTAL SELLER'S CHECKLIST

Supplement to Transfer Disclosure Statement

Revision Date 8/07



Property: 2474 Glendinning Ave, Santa Clara, CA Date: \_\_\_\_\_

THE INFORMATION ENTERED ON THIS FORM IS PROVIDED BY SELLER ONLY. (AGENTS' DISCLOSURES ARE PROVIDED ELSEWHERE.) THIS DOCUMENT IS SOLELY A SUPPLEMENTAL DISCLOSURE; IT IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, ANY PART OF THE RELATED PURCHASE CONTRACT.

**CAUTION TO SELLER:** California law requires that you disclose to a Buyer all material facts, of which you are aware or reasonably should be aware, bearing on the value or desirability of the Property. This supplemental form serves as an additional checklist intended to aid you in identifying, recalling and disclosing such material facts (including negative conditions that arose during prior ownerships). If you are in doubt as to whether a condition constitutes a "defect," it is always prudent to disclose and explain rather than remain silent. Full disclosure of material facts reduces the risk of subsequent disputes, claims and litigation regarding the Property. Please be aware of your obligation as Seller to be alert to and to disclose problems and defects known by you to exist, even where they are not included in this checklist.

**CAUTION TO BUYER:** California law requires that you exercise reasonable care in investigating the Property and that you take account of facts that are disclosed or otherwise known to you or which are within your diligent attention and observation. You are strongly urged to thoroughly inspect the Property and surrounding neighborhood, carefully read and assess all disclosures and inspection reports (carefully considering inspectors recommendations of additional, specialized inspections) and to ask questions and make additional inquiries of others, including inspection professionals, that you, as Buyer, feel important. Factors relating to the Property and/or the neighborhood may affect you quite differently (positively or negatively) than they do the Sellers, whose perceptions are inevitably subjective. A property or neighborhood condition that is entirely satisfactory to a Seller might be regarded by a Buyer as an annoyance or a nuisance. Understand that this and other Seller disclosures typically reflect a Seller's non-expert, subjective perceptions of the Property, and that items noted on this form reflect only those conditions of which Seller is aware. This list almost certainly does not account for each and every possible defect, and Seller's lack of awareness of a problem does not mean that none exists.

## RESPOND TO EACH AND EVERY ONE OF THE FOLLOWING ITEMS.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

### 1. GENERAL PROPERTY INFORMATION:

- a) Approximate lot size: \_\_\_\_\_ ☐ UNKNOWN Source: \_\_\_\_\_
- b) Approximate house square footage: \_\_\_\_\_ ☐ UNKNOWN Source: \_\_\_\_\_
- c) Approximate age of the house: \_\_\_\_\_ ☐ UNKNOWN Source: \_\_\_\_\_
- d) Number of years you have owned the Property: 8 Lived in the Property: 8

### 2. ALTERATIONS: Account for all additions, remodeling, repairs and alterations done by you (and those done, to your knowledge, by prior owners or any other person).

Nature of Work	Approximate Completion Date	Seller has Permit Documentation <sup>(1)</sup> (Complete or Otherwise)	Seller has Other Documentation
a) <u>Dual pane windows / doors</u>	<u>2005</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) <u>Kitchen cupboards / cabinets / counter</u>	<u>2010</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) <u>Kitchen Floor</u>	<u>2006</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d) <u>Exterior Paint</u>	<u>2009</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e) <u>Interior Paint</u>	<u>2010</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f) <u>Appliances in Kitchen</u>	<u>2010</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g) <u>East + South Fences</u>	<u>2009</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

(1) For example: copies of permits (including "final" permit sign-offs), inspection reports and worksheets, bids and plans

Seller's Initials ( [Signature] ) ( BN ) ( BN )  
Copyright © 2007 Advanced Real Estate Solutions, Inc.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Property: 2474 Glendinning Ave - Santa Clara, CA

Date: \_\_\_\_\_

## PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:

Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

## 3. FOUNDATION/BASEMENT/CRAWL SPACE/SOILS/RETAINING WALLS

YES NO

- a) Are you aware of any cracks, patches or repairs in the foundation, retaining walls or any other part of the structure? ☐ YES ☒ NO
- b) Are you aware of any past or present soils problems, such as settlement, movement, cracking, slippage or instability at the Property or any neighboring properties? ☐ YES ☒ NO
- c) Are you aware of any past or present settlement, movement, cracking, bowing, tilting, rotation or deterioration of foundation members, retaining walls or other structural elements at the Property or any neighboring properties? ☐ YES ☒ NO
- d) Are you aware of any settlement, movement, cracking, shifting, separation or sub-surface erosion as to walkways, patios, swimming pool or other decking, or any other pavement or hardscape? ☐ YES ☒ NO
- e) Are you aware of any missing bricks, gaps in the chimney flue, hearth or other part of the fireplace or chimney structure, or any other defect, deficiency, fire-safety hazard or structural or other problems relating to the chimney? ☐ YES ☒ NO
- f) To your knowledge, has any landfill, grading, "cut and fill", compaction or other soils work taken place at the Property? ☐ YES ☒ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
\_\_\_\_\_  
\_\_\_\_\_

## 4. INTERIOR SURFACES/ELEMENTS

YES NO

- a) Are you aware of any interior cracks (e.g., in ceiling, walls, around windows, etc.)? ☐ YES ☒ NO
- b) Are you aware of any patching or repair of any interior cracks? ☒ YES ☐ NO
- c) Are you aware of any squeaking, sloping or out-of-level floors? ☐ YES ☒ NO
- d) Are you aware of any stains, scratches, warping, cupping, chipping, cracking, sponginess, water damage or other defects relating to hardwood (or other wood), tile, linoleum or any other flooring surface? ☐ YES ☒ NO
- e) Are you aware of any windows that stick or bind, that fail to either latch, open or close with relative ease, or that otherwise fail to operate properly (whether continuously or seasonally)? ☐ YES ☒ NO
- f) Are you aware of any glass in any interior or exterior door (including shower door) or interior or exterior window that is not "safety glass"? ☐ YES ☒ NO
- g) Are you aware of any doors that stick or bind, are out of plumb, fail to open or close with relative ease, or that otherwise fail to operate properly (whether continuously or seasonally)? ☐ YES ☒ NO
- h) Are you aware of any defect (including seal failure) regarding any dual-pane or thermo-pane windows?... ☐ YES ☒ NO
- i) Are you aware of any damage or defect (e.g., stains, spots, tears or odors) regarding any installed carpeting? ☐ YES ☒ NO
- j) Are you aware of any damage or defect (e.g., stains, spots, tears, odors and/or malfunctions) regarding any existing window coverings? ☐ YES ☒ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
Drywall cracks. Repaired in Kitchen + Family room  
\_\_\_\_\_  
\_\_\_\_\_

## 5. SURFACE/SUB-SURFACE WATER/MOISTURE CONTROL

YES NO

- a) To your knowledge, does there presently exist, or are you aware of any history of, any standing or ponding water or periodic or persistent dampness or moisture, in any sub-areas or elsewhere on the Property? ☐ YES ☒ NO
- b) Are you aware of any past or present flooding (even minor water intrusion) into the garage, basement or sub-areas? ☐ YES ☒ NO
- c) To your knowledge, has any other part of the Property suffered any flooding or drainage problems? ☐ YES ☒ NO
- d) To your knowledge, have any drainage systems (e.g., french drains, curtain drains), sump pumps, fans, or dry wells ever been installed at the Property? ☐ YES ☒ NO
- e) To your knowledge, does a spring, high water table, sub-surface stream or aquifer, or any other natural source of water, exist on, or affect, the Property? ☐ YES ☒ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
\_\_\_\_\_  
\_\_\_\_\_

## 6. ROOF/GUTTERS/SIDING

YES NO

- a) To your knowledge, have there been any blockages or other failures of downspouts, gutters, fixed or imbedded gutter extensions or storm drains? ☐ YES ☒ NO
- b) Are you aware of the occurrence of any past or present leaks from or through roof, siding, windows, skylights, gutters, downspouts, eaves, awnings or other areas? ☐ YES ☒ NO
- c) To your knowledge, has any roof repair, restoration, replacement (full or partial) or other work been undertaken? ☒ YES ☐ NO

Seller's Initials (SW) (BW)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Property: 2474 Glendennning Ave. Santa Clara

Date: \_\_\_\_\_

## PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:

Answer each of the following questions.

Answer YES to any of the items if you are aware of any negative condition or circumstance, whether past or present, and whether or not previously repaired, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

## ROOF/GUTTERS/SIDING (continued)

Explanations (If "yes" is checked on any of the above, please explain below):

Roof installed 1995

## 7. HEATING SYSTEM/AIR CONDITIONING

a) Describe the type of heating system in the Property. (If there are multiple systems, account for each throughout this Paragraph 7.) Forced air

YES NO

b) Have you encountered, or are you aware of, any problems with any aspect of the heating system? ☐ ☒

c) Are any bedrooms or other major rooms not directly served by a heating duct?

☒ ☐

(If yes, which rooms?) \_\_\_\_\_

d) What is the approximate age of the heating system? ~~unknown~~ unknown yearse) When was the heating system last serviced, and by whom? unknownf) Does the Property have a central air conditioning system? (If there are multiple systems, account for each with respect to all issues and inquiries raised by this Paragraph 7.) ☐ ☒g) Have you ever encountered, or are you aware of, any problems with, any aspect of the air conditioning system? ☐ ☒h) What is the approximate age of the air conditioning system? N/A yearsi) When was the air conditioning system last serviced, and by whom? N/Aj) If the Property is served by propane, are you aware of any past or present problems with that system? ☐ ☒k) Are you aware as to whether the central air conditioning (if any) or the furnace at the Property has been installed or replaced since October 1, 2005? (Note: such installation or replacement may trigger a requirement for testing/repair of ductwork in homes situated in certain non-coastal climates. Most residential areas of the San Francisco Peninsula are exempt from compliance. For more exact information regarding areas affected, go to [www.energy.ca.gov](http://www.energy.ca.gov)) ☐ ☒

Explanations (If "yes" is checked on any of the above, please explain below):

No Heat to Bedrooms, Heat to Living room, Hallway, Both baths

## 8. ELECTRICAL FIXTURES/APPLIANCES

a) To your knowledge, have any electrical fixtures, devices or installed appliances (including, e.g., central vacuum, instant hot water) ever failed to perform properly or have any undergone repairs? ☐ ☒

YES NO

b) To your knowledge, do lights ever dim, e.g., during use of multiple appliances? ☐ ☒c) To your knowledge, has the electrical system encountered any blown fuses, tripped circuit breakers or any other problem, or undergone any repair or modification? ☐ ☒d) Have you yourself, or has any unlicensed worker or contractor, undertaken any electrical repair, wiring, installation or other electrical work at the Property? ☒ ☒

Explanations (If "yes" is checked on any of the above, please explain below):

Installed 3 lights in kitchen

## 9. ELECTRONICS/NETWORKS/TELEPHONE DEVICES AND SYSTEMS

a) Does the Property have a television antenna? ☐ ☒

YES NO

b) Are cable television lines presently installed and hooked up to a cable television service provider? ☐ ☒c) If cable television is not presently set up at the Property, are you aware of the availability of cable television service at your Property? ☒ ☐d) Is a satellite receiver (or "dish") affixed to and wired into the Property? ☐ ☒If yes, it is ☐ Leased ☐ Owned by Sellere) Do any abandoned or unused cable or satellite systems remain at the Property? ☐ ☒f) Are you aware of any interference to your television, radio, etc., from neighboring transmitters, ham radio operators or other sources? ☐ ☒g) Are you aware of any cell phone reception or transmission problems at the Property? ☐ ☒h) How many individual telephone lines (separate telephone numbers) are wired into the Property? 2i) Is the Property wired and equipped with an integrated telephone system(s) (e.g., systems incorporating telephone, intercom, radio, other functions)? ☐ ☒j) Is the Property wired and equipped for high-speed internet service? ☐ ☒If yes, who is the current provider? Road Broadband communications ADSLSeller's Initials (  ) (  ) (  )Buyer's Initials (  ) (  )

Property: 2474 Glendennig Ave. Santa Clara.

Date: \_\_\_\_\_

## PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:

## Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

**ELECTRONICS/NETWORKS/TELEPHONE DEVICES AND SYSTEMS (continued)**

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| k) If <u>no</u> , are you aware of the availability of high-speed internet service at your Property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| l) Does the Property have a built-in alarm system? Please indicate the following:<br><input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Auditory only <input type="checkbox"/> "Central Station" only <input type="checkbox"/> Auditory and "Central Station" .... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| m) Have you experienced any alarm system failure caused by false alarms or other defects? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| n) If applicable, name of alarm system provider used: _____   |                          |                                     |
| o) Is the Property equipped with a video surveillance system? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| p) Is the Property equipped with automatic security lighting? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| q) Is the Property equipped with electronically activated gates? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| r) Is the Property equipped with an intercom system? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| s) Is the Property equipped with built-in sound or entertainment system(s)? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| t) Describe and explain below any system failure or other problem, past or present, and whether or not previously repaired, regarding any item listed above (h-s) in this Paragraph 9.  |                          |                                     |

Explanations (If "yes" is checked on any of the above, please explain below):

Comcast Cable Available

**10. WATER SUPPLY/PLUMBING (INCLUDING NATURAL GAS AND PROPANE) SYSTEMS**

- |  | YES                                 | NO                                  |
|--|-------------------------------------|-------------------------------------|
| a) Are you aware of any past or present plumbing (including natural gas or propane) leakage or other problems or repairs? .....  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) When was any part of the plumbing system last serviced? <u>2010</u>   |                                     |                                     |
| c) Have you yourself, or has any unlicensed worker or contractor, undertaken any repair, installation or work relating to water or natural gas or propane lines at the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Are you aware of any past or present episode of flooding of any part of the interior of the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Have you experienced high or low water pressure problems at the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f) Have you experienced any problem with water supply, purity, quality or taste? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| g) Have you experienced excessive delays in drawing hot water to any faucet? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| h) Have you experienced any rust, sediment or discoloration in your water? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| i) Is the Property equipped with a water softener? If <u>yes</u> , it is <input type="checkbox"/> Leased <input type="checkbox"/> Owned. ....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| j) Is the Property equipped with a purification system? If <u>yes</u> , it is <input type="checkbox"/> Leased <input type="checkbox"/> Owned. ....                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| k) Have, to your knowledge, any plumbed appliances (e.g., refrigerator ice maker/water dispenser, instant hot water) or other plumbing-related systems failed to operate properly? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| l) Is the Property equipped with a hot water re-circulating system? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| m) Is your water supply fluoridated? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Explanations (If "yes" is checked on any of the above, please explain below):

All Faucets in Shower and Tub repaired

**11. PRIVATE WATER SYSTEM/WELL**

- |  | YES                      | NO                                  |
|--|--------------------------|-------------------------------------|
| a) Is the Property served by a private water system that includes other users? If <u>yes</u> , identify the system and set forth and describe Property's water entitlement (or provide full documentation) ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Do you have documents setting forth permits, approvals, usage fees and maintenance? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Is the Property served by a well? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Have you experienced any problem with supply, purity, quality or taste of water from any well or private water system? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Do you have copies of inspection reports of the well and of any related water storage tank? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Do you have any inspection reports relating to wells, storage tanks, water flow and recovery rates, purity and quality? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Are you aware of any government-mandated water hook-up to a public water system contemplated or in process? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Are you aware of any information relating to any governmental water flow requirements or restrictions? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Explanations (If "yes" is checked on any of the above, please explain below):

Seller's Initials

[Signature] [Signature] [Signature]

Buyer's Initials ( ) ( )

## PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:

Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

## 12. SEWER SYSTEM

☐ Not Applicable

YES

NO

- a) Are you aware of any past or present blockage, backup, overflow or other failure of the sewer system (this includes toilets, tubs, kitchen and bathroom sinks, etc.)? ☐ YES ☒ NO
- b) Do any sinks, tubs, showers, etc. drain unreasonably slowly? ☐ YES ☒ NO
- c) With what frequency have you had waste or sewer lines snaked/rooted, and with which service provider?  
QWIA
- d) Are you aware of any current government-imposed inspection, repair or upgrade requirement (e.g., sewer lateral tests) applicable to the Property? ☐ YES ☒ NO
- e) To your knowledge, is the Property equipped with any booster or other pump system related to the sewer system? ☐ YES ☒ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
\_\_\_\_\_  
\_\_\_\_\_

## 13. SEPTIC SYSTEM

☒ Not Applicable

YES

NO

- a) Are you aware of any past or present blockage, backup, overflow or other failure of the septic system? ☐ YES ☐ NO
- b) If you are aware of the material (e.g., concrete, redwood, etc.) of which the septic tank is constructed, please indicate: \_\_\_\_\_
- c) Are you aware of any repairs, replacements, relocations or expansions of the septic tank? ☐ YES ☐ NO
- d) When was the septic tank last pumped? \_\_\_\_\_ by whom: \_\_\_\_\_
- e) Are you aware of any repairs, replacements, relocations or expansions of the leach field(s)? ☐ YES ☐ NO
- f) Have you been informed by any advisory, notification, inspection report or any other source that limitations of the septic system may preclude or limit expansion of living space at the Property? ☐ YES ☐ NO
- g) Have you been informed by any advisory, notification, inspection report or any other source that soils conditions may preclude or limit expansion of the septic system? ☐ YES ☐ NO
- h) Are you aware of any governmental plans or requirements that may mandate hook-up to a public sewer system? ☐ YES ☐ NO
- i) Are you aware of any present or contemplated governmental measure that would require, that the septic system be inspected, replaced or upgraded, or converted and connected to a public sewer system? ☐ YES ☐ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
\_\_\_\_\_  
\_\_\_\_\_14. ABANDONED WELLS/SEWER/SEPTIC SYSTEMS ☒ Not Applicable

YES

NO

- a) Are there any abandoned wells, water storage tanks or related equipment at the Property? ☐ YES ☐ NO
- b) Are you aware as to whether any unused or abandoned sewer/septic system equipment (e.g., tank, leach lines), or abandoned leach field, is located at the Property? If yes, explain below whether and how it has been disposed of (e.g., removed, filled in, etc.) and permit status. ☐ YES ☐ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
\_\_\_\_\_  
\_\_\_\_\_

## 15. LANDSCAPING/IRRIGATION

YES

NO

- a) Does the Property have a sprinkling system? ☐ YES ☒ NO If yes, it is ☐ Manual ☐ Automatic
- b) Does the Property have a drip system? ☒ YES ☐ NO If yes, it is ☐ Manual ☐ Automatic
- c) To your knowledge, does any part of any sprinkling system at the Property direct (or has it directed) water onto any siding, window or other surface of the structure? ☐ YES ☒ NO
- d) Does the Property have an exterior lighting system (e.g., landscape, security)? ☐ YES ☒ NO
- e) Does the Property have a pond, waterfall or other decorative water-related landscaping feature? ☐ YES ☒ NO
- f) Are you aware of any defects or malfunctions regarding any of the above systems? ☐ YES ☒ NO
- g) Are you aware of any repairs, modifications or replacements to any of these systems? ☐ YES ☒ NO
- h) Does the Property have a play structure? If yes, please describe below the anchoring mechanism and any defects, modifications or repairs of which you are aware. ☐ YES ☒ NO
- i) Are you aware of any diseases or infestations affecting trees or other plantings at or near the Property? If yes, please describe below, including treatment, if any. ☐ YES ☒ NO

Explanations (If "yes" is checked on any of the above, please explain below):  
Drip to garden in Back yard  
\_\_\_\_\_  
\_\_\_\_\_

Seller's Initials

BN

Buyer's Initials

( ) ( )



**PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:**

Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

**16. SWIMMING POOL/SPA**☒ Not Applicable

YES NO

- a) Are you aware of any water leakages from the pool and/or spa? ☐ YES ☐ NO
- b) Are you aware of any past or present defects or malfunctions regarding such pool and/or spa equipment as heating, filtration or cleaning systems; pool and/or spa surfaces, decking or coping; lighting, ladders, slides or diving boards; pool enclosures, safety covers or alarms? ☐ YES ☐ NO
- c) Are you aware of any repairs having been done to the pool and/or spa? ☐ YES ☐ NO
- d) Does the pool have a heating system? ☐ Gas ☐ Electric ☐ Solar ☐ Other ☐ YES ☐ NO
- e) When was the pool heater last utilized? \_\_\_\_\_
- f) Does the spa have a separate heating system? ☐ Gas ☐ Electric ☐ Solar ☐ Other (explain below) \_\_\_\_\_ ☐ YES ☐ NO
- g) When was the spa heater last utilized? \_\_\_\_\_
- h) If the pool and/or spa has had regular maintenance, please identify the service provider, frequency, and last date serviced: \_\_\_\_\_

Explanations (If "yes" is checked on any of the above, please explain below):

**17. PETS/ANIMALS**

YES NO

- a) Are you aware of the prior or present existence of pets at the Property? If yes, indicate type, number, and when they were present at the Property? ☒ YES ☐ NO
- b) Are you aware as to whether at any time any animal urine or feces has come into contact with carpeting or any other interior surface of the Property? ☒ YES ☒ NO
- c) Are you aware of any staining, spotting, discoloration, warping or any other damage to carpets, hardwood or other flooring, or any other surface, relating to animal urine or feces? ☒ YES ☐ NO
- d) Are you aware of any present, past or seasonal (e.g., during warm temperatures) odors at the Property relating to animals? ☐ YES ☒ NO
- e) To your knowledge, have there ever been any ticks, fleas or other pet-related insect problems at the Property? ☐ YES ☒ NO
- f) Are you aware of any treatment or process employed to eradicate pet-related odors, stains or other problems? ☐ YES ☒ NO

Explanations (If "yes" is checked on any of the above, please explain below):

Two cats - ONE Dog 2003-2010 • Two urine stains Living Room Hardwood Floor

**18. NEIGHBORHOOD CONDITIONS**

YES NO

- a) Is the Property situated on or near a bus route? ☒ YES ☐ NO
- b) Is noise related to vehicular traffic, including bus traffic, noticeable at the Property? ☒ YES ☐ NO
- c) Do problems with any traffic congestion, excess speed, hampered driveway ingress or egress, limited or congested on-street parking, or other road-related difficulties exist at or near, or do they otherwise affect, the Property? ☐ YES ☒ NO
- d) Is railroad, train, light rail, BART, or other rail traffic noticeable at the Property? ☐ YES ☒ NO
- e) Is aircraft-related noise noticeable at the Property? (Note: a city mandated disclosure(s) may be required). ☒ YES ☐ NO
- f) Is noise from schools or parks noticeable at the Property? ☐ YES ☒ NO
- g) Do any local business, recreational, commercial or institutional (e.g., day care, religious, residential care or "group") facilities create noise, litter, traffic/parking congestion, night activities or other annoyances noticeable at the Property? ☐ YES ☒ NO
- h) Do any local entertainment complexes, amphitheaters or other venues create noise, litter, traffic/parking congestion, night activities or other annoyances noticeable at the Property? ☐ YES ☒ NO
- i) Do local events, gatherings or traditions (e.g., parades, block parties, holiday decorations, sporting events) create noise, litter, traffic/parking congestion, night activities or other annoyances noticeable at the Property? ☐ YES ☒ NO
- j) Is barking and/or are other noises from dogs, cats or other animals noticeable at the Property? ☐ YES ☒ NO
- k) Has the presence in your neighborhood of birds (e.g., pigeons, seagulls), rodents or other animals, including both feral and domesticated animals, caused or constituted an annoyance or nuisance at the Property? ☐ YES ☒ NO
- l) Are other neighborhood noises (e.g., loud music, construction equipment, shouting, air condensers and other noisy appliances, generators, pool equipment, late-night parties, sporting or other events) noticeable at the Property? ☒ YES ☐ NO

Seller's Initials (   *SW*   ) (   *BW*   ) (   *SW*   )Buyer's Initials (            ) (            )

## PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:

Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

**NEIGHBORHOOD CONDITIONS (continued)**

- |  | YES                      | NO                                  |
|--|--------------------------|-------------------------------------|
| m) Are you aware of any ongoing, planned or otherwise anticipated construction at, on or within any neighboring property or public facility or right of way? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| n) Are there odors from or in the neighborhood that have been noticeable at the Property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| o) Is there a neighborhood litter or debris problem that reflects on, or otherwise affects, the Property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| p) Are you aware of any burglaries, assaults or other crimes in the neighborhood within the last three years? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| q) Are you aware of any Property or neighborhood conditions or circumstances beyond those referred to above that might reasonably affect the value or desirability of the Property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| r) Have you, or to your knowledge has anyone in your neighborhood or household, ever complained to police or other governmental authorities regarding any neighborhood condition, including those listed in this Paragraph 18? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Explanations (If "yes" is checked on any of the above, please explain below):

Saratoga Ave Busses - Traffic Noise from Saratoga Ave - Police Helicopter Noise -  
Periodic Soft music from adjacent neighbor on Sundays - Periodic Fire truck (Not on duty)  
Returning to station on driveway

**19. ENVIRONMENTAL ISSUES**

- |  | YES                      | NO                                  |
|--|--------------------------|-------------------------------------|
| a) Are you aware of the presence of any asbestos (e.g., in sprayed ceiling materials, furnace ducting, etc.) at the Property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Are you aware of the past or present disposal, leakage or spills on or near the Property of motor oil, heating oil, solvents or other hazardous chemicals or substances, or the existence (and any known leakage or other failure) of any above-ground or underground storage tank ("UST") located on or near the Property? <u>If yes</u> , describe present status and details regarding any remediation or clean-up. .... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Are you aware of the presence on the Property of any UST ever containing heating oil, gasoline/diesel or any other fluid? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Are you aware of the removal from the Property of any previously buried or unburied storage tank? <u>If yes</u> , please provide details, including date, regarding circumstances and public agency involvement. ....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Are you aware of any toxic or hazardous material leakages or spills within a half-mile of the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Are you aware at the Property of lead-based paint, any lead paint residue or any other lead material? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Are you aware of the past or present existence at the Property of any mold, fungus or spores? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Are you aware of any environmental inspections or tests undertaken relative to any exterior or interior part of the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Are you aware of any odors at the Property whether persistent, recurrent, occasional or seasonal? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Are you aware of any present or prior use of the Property as a site or facility (e.g., ?lab?) used for the manufacture, storage, disposal, release, use or sale of illegal controlled substances, and/or any chemicals or substances used in the manufacture or preparation thereof? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Explanations (If "yes" is checked on any of the above, please explain below):

**20. GOVERNMENTAL ISSUES/HOMEOWNER ASSOCIATION ISSUES**

- |   | YES                                 | NO                                  |
|---|-------------------------------------|-------------------------------------|
| a) Are you aware of the existence of any special (e.g., seismic, flood, coastal) zone that covers the Property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Are you aware of the existence or pendency of any applicable rent control ordinance? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Are you aware of any current bonds, fees or assessments that do not appear on the Property's tax bill?...  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Are you aware of any proposed or contemplated bonds, fees or assessments that would, if enacted, apply to the Property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Are you aware of any restrictions on use of the Property other than those imposed by zoning laws or CC&Rs? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f) Are you aware of any existing or contemplated building (or other) moratoria that would apply to the Property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| g) To your knowledge, is any Property-related application, certification, inspection or investigation (e.g., for building permit violations) by any governmental authority currently pending or contemplated? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| h) Are you aware of the existence or pendency of any stop work order, order to abate or notice of code or other violation or dangerous condition? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| i) Are you aware of any government-imposed requirement or order that brush, trees, grass or other vegetation at the Property be cleared, or that flammable materials be removed? .....                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| j) Are you aware of any government-mandated tree (or other landscaping) planting, tree removal or cutting restrictions, removal or replacement program that would affect the Property? .....                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Seller's Initials ( BN ) BN

Buyer's Initials ( ) ( )

## PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:

Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

## GOVERNMENTAL ISSUES/HOMEOWNER ASSOCIATION ISSUES (continued)

- |  | YES                      | NO                                  |
|--|--------------------------|-------------------------------------|
| k) Are you aware as to whether any part of the Property falls under provisions of the Williamson Act (tax-benefited covenant to hold and maintain certain properties as agricultural lands)? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| l) Are you aware as to any ongoing or contemplated eminent domain, condemnation or annexation process or proceedings relating to the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| m) Are you aware as to whether or not the Property's school district mandates the busing of students? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| n) Are you aware of any current or contemplated construction, reconfiguration, conversion or closure of any nearby schools? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| o) Are you aware of any ongoing or contemplated construction, reconfiguration or closure relating to nearby roadways? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| p) Are you aware of any ongoing or contemplated removal or emplacement of any nearby traffic signals or signs? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| q) Are you aware of any ongoing or contemplated construction, reconfiguration or closure of nearby parks/recreational facilities? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| r) Is the Property situated in an unincorporated area of the County? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Explanations (If "yes" is checked on any of the above, please explain below):

Front yard tree maintained by City; Homeowner prohibited Removing of tree

## 21. TITLE/OWNERSHIP/LITIGATION

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| a) Are you aware of any person who, though not currently an owner of record, nevertheless claims an ownership interest in, or right to possess, the Property or any part of the Property? .....           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Are you aware of any ongoing or contemplated legal proceedings (e.g., probate, trust, guardianship, quiet title, specific performance) relating to the Property? .....                                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Do you have or intend to utilize a power of attorney in conjunction with the sale of the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Is the access road to the Property a private road? If yes, indicate whether there is a written road maintenance agreement recorded for the Property, and explain how the road is maintained. ....      | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Are you aware of any use (e.g., as a pathway, driveway, landscaping, etc.), continuous or otherwise, permitted or not, made on, at or of the Property by any other person? .....                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Are you aware of any fences, walls or other constructed or natural borders relating to the Property that may be situated off the true Property line? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Are you aware of any fence, wall, structure or other improvement that encroaches from a neighboring property onto the subject Property or from the subject Property onto a neighboring property? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Are you aware of any claims made by others of any license, easement (including prescriptive easement) or other right or entitlement relating to the Property? .....                                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Are you aware of the existence of any unrecorded deed, road maintenance agreement, water usage agreement or other agreement or instrument relating to the Property? .....                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Are you aware of any lease or rental agreement that is, or is claimed to be, currently in effect as to the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Explanations (If "yes" is checked on any of the above, please explain below):

## 22. HOMEOWNER'S INSURANCE COVERAGE AND CLAIMS HISTORY

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| a) Within the past five years have you or, to your knowledge, has any prior owner, made any claim relating to a plumbing leak or other water release, water intrusion, property damage, personal injury, or any other matter, against a Homeowner's Insurance policy (i.e., fire and/or other property and personal casualty policy) covering the Property? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes, please identify the following as to each claim (use additional pages, if necessary):

- 1) name of claimant \_\_\_\_\_
- 2) insurance company and policy number \_\_\_\_\_
- 3) approximate date of the claim \_\_\_\_\_
- 4) nature of the claim, and how resolved, if known \_\_\_\_\_

Seller's Initials ( BN ) ( XW )

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Property: 2474 Glendenning Ave., Santa Clara, CA

Date: \_\_\_\_\_

**PRDS® SUPPLEMENTAL SELLER'S CHECKLIST:**

Answer each of the following questions.

Answer **YES** to any of the items if you are aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to that item. Whenever an item is checked "YES", explain underlying facts in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

**HOMEOWNER'S INSURANCE COVERAGE AND CLAIMS HISTORY (continued)**

- b) Has, to your knowledge, any insurance company, within the past five years, refused to issue to you or renew for you a Homeowner's Insurance policy covering the Property? \_\_\_\_\_

YES NO  
☐ ☒

If **yes**, please indicate the following (use additional pages, if necessary):

- 1) approximate date of such refusal \_\_\_\_\_  
2) the insurance company involved \_\_\_\_\_  
3) the basis of the refusal, if known \_\_\_\_\_

- c) Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance? \_\_\_\_\_

☐ ☐

Explanations (If "yes" is checked on any of the above, please explain below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**23. GENERAL**

- a) Are you aware of any death, natural or otherwise, having occurred on the Property within the past three years? \_\_\_\_\_  
b) Are you aware of the existence of any current or prior inspection reports, termite/structural pest control reports, contractor estimates/bids or other documents (not otherwise accounted for above) relating to the structure, condition, repair or contemplated repair, or contemplated improvement of the Property? \_\_\_\_\_  
c) Are you aware of any problem, defect, deficiency, malfunction or other negative condition or attribute of the Property other than what you have disclosed? \_\_\_\_\_  
d) Are you aware as to whether a pool at the Property has been filled in, removed or otherwise abandoned or eliminated? \_\_\_\_\_  
e) Are you aware of any fire, interior or exterior (including chimney flue fire) having ever occurred at the Property? \_\_\_\_\_  
f) As regards any loan secured by the Property, has to your knowledge any notice of default been recorded against the Property, or do you anticipate receiving a notice of default? \_\_\_\_\_  
g) Is it to your knowledge the Property is presently subject or soon to be made subject to the jurisdiction of the federal bankruptcy court? \_\_\_\_\_  
h) Are there any electrical, plumbing or other systems (e.g., air conditioning, guest bathrooms, etc.) or any appliances that are being sold as part of the Property that you have not used or operated within the past twelve months? \_\_\_\_\_  
i) To your knowledge, has any governmental entity or agency designated the Property as "historic"? \_\_\_\_\_

YES NO  
☐ ☒  
☒ ☐  
☐ ☒  
☐ ☒  
☐ ☒  
☐ ☒  
☐ ☒  
☐ ☒  
☐ ☒

Explanations (If "yes" is checked on any of the above, please explain below):

Termite, Roof, Property Reports Done April/May 2010

**24. ADDITIONAL INFORMATION (Use additional sheet, if necessary)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller certifies that the information set forth in this document is true and correct to the best of Seller's knowledge as of the date signed below:

Date: 5/15/2010

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer hereby acknowledges receipt of a copy of this document:

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS  
AND/OR CALIFORNIA WITHHOLDING EXEMPTION**  
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)  
AND CALIFORNIA WITHHOLDING LAW  
(Use a separate form for each Transferor)  
(C.A.R. Form AS, Revised 11/06)

Internal Revenue Code ("IRC") Section 1445 provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person." California Revenue and Taxation Code Section 18662 provides that a transferee of a California real property interest must withhold tax unless an exemption applies.

I understand that this affidavit may be disclosed to the Internal Revenue Service and to the California Franchise Tax Board by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

1. **PROPERTY ADDRESS** (property being transferred): 2474 Glendinning Ave Santa Clara CA 95050 ("Property")

2. **TRANSFEROR'S INFORMATION:**  
Full Name Sean Allen Weitzel ("Transferor")

Telephone Number 408-248-9950

Address 2474 Glendinning Ave Santa Clara CA 95050

(Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts and estates.)

Social Security No., Federal Employer Identification No. or California Corporation No. \_\_\_\_\_

**Note: In order to avoid withholding by providing this affidavit, IRC Section 1445 (b) (2) requires a Seller to provide the Buyer with the Seller's taxpayer identification number ("TIN").**

3. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

4. **FEDERAL LAW:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

☒ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

☐ (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

5. **CALIFORNIA LAW:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the California withholding law.

**Certifications which fully exempt the sale from withholding:**

☐ The total sales price for the Property is \$100,000 or less.

☒ The Property qualifies as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 (owned and occupied as such for two of the last five years).

☐ The Property was last used as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 without regard to the two-year time period.

☐ The transaction will result in a loss or zero gain for California income tax purposes. (Complete FTB Form 593-L.)

☐ The Property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and Transferor intends to acquire property similar or related in service or use to be eligible for non-recognition of gain for California income tax purposes under IRC Section 1033.

☐ Transferor is a corporation (or an LLC classified as a corporation) that is either qualified through the California Secretary of State or has a permanent place of business in California.

☐ Transferor is a partnership (or an LLC that is not a disregarded single member LLC, classified as a partnership) and recorded title to the Property is in the name of the partnership or LLC. If so, the partnership or LLC must withhold from nonresident partners or members as required.

☐ Transferor is exempt from tax under California or federal law.

☐ Transferor is an insurance company, qualified pension/profit sharing plan, IRA or charitable remainder trust.

**Certifications which may partially or fully exempt the sale from withholding:**

☐ The Property is being, or will be, exchanged for property of like kind within the meaning of IRC Section 1031.

☐ The Property is subject to an installment sale, that Transferor will report as such, and Buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

☐ As a result of the sale of the Property, Seller's tax liability, calculated at the maximum tax rate regardless of Seller's actual rate, will be less than the 3 1/3% withholding otherwise required. Seller will be required to sign a certification, under penalty of perjury, specifying the amount to be withheld. (Not to be used for sales closing prior to January 1, 2007)

By Sean Allen Weitzel (Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust.)

Date 5/15/2010

Sean Allen Weitzel  
Typed or printed name

\_\_\_\_\_  
Title (If signed on behalf of Entity Transferor)

**Buyer's unauthorized use or disclosure of Seller's TIN could result in civil or criminal liability.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

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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 \_\_\_\_\_



AS REVISED 11/06 (PAGE 1 OF 2)

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND/OR CALIFORNIA WITHHOLDING EXEMPTION (AS PAGE 1 OF 2)**

Agent: Agent Phone: (408) 666-4521 Fax: (408) 228-0899 Prepared using WINForms® software  
Broker: Maxreal 1288 Kifer Road, Suite 208, Sunnyvale CA 94086



**IMPORTANT NOTICE:** An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board. For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

#### FEDERAL GUIDELINES

**FOREIGN PERSONS DEFINED.** The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the Internal Revenue Service 10% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

**NONRESIDENT ALIEN INDIVIDUAL.** An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

**GREEN CARD TEST.** An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

**SUBSTANTIAL PRESENCE TEST.** An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

**DAYS OF PRESENCE IN THE U.S. TEST.** Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

**EXEMPT INDIVIDUAL.** For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- (1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- (2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- (3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

**CLOSER CONNECTION TO A FOREIGN COUNTRY.** Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- (1) Is present in the U.S. on fewer than 183 days during the current year, and
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

**SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

**NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS** may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

**A FOREIGN PERSON OR PARTNERSHIP** is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

**GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS.** A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence, if less.

**A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR** of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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

Reviewed by                      Date           







CALIFORNIA  
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**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS  
AND/OR CALIFORNIA WITHHOLDING EXEMPTION**  
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)  
AND CALIFORNIA WITHHOLDING LAW  
(Use a separate form for each Transferor)  
(C.A.R. Form AS, Revised 11/06)

Internal Revenue Code ("IRC") Section 1445 provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person." California Revenue and Taxation Code Section 18662 provides that a transferee of a California real property interest must withhold tax unless an exemption applies.

I understand that this affidavit may be disclosed to the Internal Revenue Service and to the California Franchise Tax Board by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

1. **PROPERTY ADDRESS** (property being transferred): 2474 Glendinning Ave Santa Clara CA 95050 ("Property")

2. **TRANSFEROR'S INFORMATION:**

Full Name Elizabeth Weitzel ("Transferor")

Telephone Number 408 768 4363

Address 2474 Glendinning Ave Santa Clara CA 95050

(Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts and estates.)

Social Security No., Federal Employer Identification No. or California Corporation No. \_\_\_\_\_

**Note: In order to avoid withholding by providing this affidavit, IRC Section 1445 (b) (2) requires a Seller to provide the Buyer with the Seller's taxpayer identification number ("TIN").**

3. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

4. **FEDERAL LAW:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

☒ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

☐ (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

5. **CALIFORNIA LAW:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the California withholding law.

**Certifications which fully exempt the sale from withholding:**

☐ The total sales price for the Property is \$100,000 or less.

☒ The Property qualifies as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 (owned and occupied as such for two of the last five years).

☐ The Property was last used as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 without regard to the two-year time period.

☐ The transaction will result in a loss or zero gain for California income tax purposes. (Complete FTB Form 593-L.)

☐ The Property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and Transferor intends to acquire property similar or related in service or use to be eligible for non-recognition of gain for California income tax purposes under IRC Section 1033.

☐ Transferor is a corporation (or an LLC classified as a corporation) that is either qualified through the California Secretary of State or has a permanent place of business in California.

☐ Transferor is a partnership (or an LLC that is not a disregarded single member LLC, classified as a partnership) and recorded title to the Property is in the name of the partnership or LLC. If so, the partnership or LLC must withhold from nonresident partners or members as required.

☐ Transferor is exempt from tax under California or federal law.

☐ Transferor is an insurance company, qualified pension/profit sharing plan, IRA or charitable remainder trust.

**Certifications which may partially or fully exempt the sale from withholding:**

☐ The Property is being, or will be, exchanged for property of like kind within the meaning of IRC Section 1031.

☐ The Property is subject to an installment sale, that Transferor will report as such, and Buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

☐ As a result of the sale of the Property, Seller's tax liability, calculated at the maximum tax rate regardless of Seller's actual rate, will be less than the 3 1/3% withholding otherwise required. Seller will be required to sign a certification, under penalty of perjury, specifying the amount to be withheld. (Not to be used for sales closing prior to January 1, 2007)

By Elizabeth Weitzel Date 5/15/10  
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust.)

Elizabeth Weitzel Title (If signed on behalf of Entity Transferor)  
Typed or printed name

**Buyer's unauthorized use or disclosure of Seller's TIN could result in civil or criminal liability.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AS REVISED 11/06 (PAGE 1 OF 2)

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND/OR CALIFORNIA WITHHOLDING EXEMPTION (AS PAGE 1 OF 2)**

Agent: Agent

Phone: (408) 666-4521

Fax: (408) 228-0899

Prepared using WINForms® software

Broker: Maxreal 1288 Kifer Road, Suite 208, Sunnyvale CA 94086

**IMPORTANT NOTICE:** An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board. For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

#### FEDERAL GUIDELINES

**FOREIGN PERSONS DEFINED.** The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the Internal Revenue Service 10% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

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**GREEN CARD TEST.** An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

**SUBSTANTIAL PRESENCE TEST.** An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

**DAYS OF PRESENCE IN THE U.S. TEST.** Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

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- (2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
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**CLOSER CONNECTION TO A FOREIGN COUNTRY.** Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

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**NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS** may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

**A FOREIGN PERSON OR PARTNERSHIP** is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

**GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS.** A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence, if less.

**A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR** of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

Buyer's Initials ( ) ( )

Seller's Initials ( BW ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





PRDS® BUYER ADVISORY REGARDING  
CALIFORNIA HIGH-SPEED RAIL



Property: 2474 Glenderning Ave. Santa Clara, CA - 95050

The approval by California voters of Proposition 1A in 2008 authorized the funding of a high-speed rail system ("**Rail System**") in California and the creation of the California High-Speed Rail Authority ("**Authority**"), the entity responsible for planning, constructing and operating this Rail System, intended to link various cities up and down the state.

The exact route that the proposed Rail System would take and how its construction and operation might affect surrounding communities have been the subject of considerable concern and debate. Along with its benefits, possible negative impacts of the Rail System could include, without limitation, noise, dust, traffic interruption, street closures and/or reconfigurations, visual impacts, possible diminution of property values and other consequences on a particular neighborhood. Precisely what impact, if any, the Rail System would have on any particular piece of real property either before, during or after construction and placement in operation is unknown; certainly it will affect people and properties differently.

Real estate agents are not experts regarding the Rail System, and prospective buyers are advised to investigate and satisfy themselves in regard thereto during property inspection contingency periods. Important information about the Rail System may be obtained by contacting the Authority directly or by visiting the website <http://www.cahighspeedrail.ca.gov>.

DATE: \_\_\_\_\_ DATE: 5/15/10

BUYER: \_\_\_\_\_ SELLER: [Signature]

BUYER: \_\_\_\_\_ SELLER: [Signature], [Signature]



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: 2474 Glendenning Ave, Santa Clara, CA - 95050 ("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.

[Signature] \_\_\_\_\_ Date 5/15/2010  
Seller or Landlord

[Signature] \_\_\_\_\_ Date 5/15/10  
Seller or Landlord

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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: Agent	Phone: (408) 666-4521	Fax: (408) 228-0899	Prepared using WINForms® software
Broker: Maxreal 1288 Kifer Road, Suite 208, Sunnyvale CA 94086			

Property Address: 2474 Glendenning Ave, Santa Clara, CA 95050 Date: \_\_\_\_\_

## 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.**

Maxreal By [Signature] 5/15/2010  
Agent (Broker representing Seller) Please Print Associate-Licensee or Broker Signature Date

## 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 \_\_\_\_\_ Date \_\_\_\_\_  
Associate-Licensee or Broker Signature

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.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



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REAL ESTATE BUSINESS SERVICES, INC.  
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





## FANHD Residential Property Disclosure Reports

### The Natural Hazard Disclosure Report For SANTA CLARA COUNTY

**Property Address:** 2474 GLENDENNING AVENUE,  
SANTA CLARA, SANTA CLARA COUNTY, CA 95050  
("Property")

**APN:** 303-11-039  
**Report Date:** 05/04/2010  
**Report Number:** 748612

#### Statutory Natural Hazard Disclosure Statement

The transferor and his or her agent(s) disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

**A SPECIAL FLOOD HAZARD AREA** (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.

Yes \_\_\_\_\_ No **X** Do not know and information not available from local jurisdiction \_\_\_\_\_

**AN AREA OF POTENTIAL FLOODING** shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes **X** No \_\_\_\_\_ Do not know and information not available from local jurisdiction \_\_\_\_\_

**A VERY HIGH FIRE HAZARD SEVERITY ZONE** pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes \_\_\_\_\_ No **X**

**A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS** pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes \_\_\_\_\_ No **X**

**AN EARTHQUAKE FAULT ZONE** pursuant to Section 2622 of the Public Resources Code.

Yes \_\_\_\_\_ No **X**

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

Yes (Landslide Zone) \_\_\_\_\_ Yes (Liquefaction Zone) **X**

No \_\_\_\_\_ Map not yet released by state \_\_\_\_\_

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

Signature of Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

Check only one of the following:

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

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

Third-Party Disclosure Provider(s)

  
Greg Rufe, Chief Operating Officer  
First American Real Estate Disclosures, LLC

Date 05/04/2010

Rept. No. 748612

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

Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_

**ADDITIONAL SIGNATURE REQUIRED: SEE "ACKNOWLEDGEMENT OF RECEIPT"- NEXT PAGE**





## ACKNOWLEDGEMENT OF RECEIPT

**Property:** 2474 GLENDENNING AVENUE,  
SANTA CLARA, SANTA CLARA COUNTY, CA 95050  
("Property")

**APN:** 303-11-039  
**Report Date:** 05/04/2010  
**Report Number:** 748612

**I hereby acknowledge the receipt of the following Disclosures and Advisories:**

### **Natural Hazard Report Disclosures and Advisories**

**(Signature Required on the Statutory Form – See preceding page)**

- |   |   |
|---|---|
| ✓ State Level Natural Hazard Disclosures (Statutory Form)                                 | ✓ Methamphetamine Contaminated Property Disclosure Advisory |
| ✓ Local City and County Level Natural Hazard Disclosures (where applicable)               | ✓ Mold Advisory   |
| ✓ Commercial/Industrial Disclosure  | ✓ Radon Advisory  |
| ✓ Military Ordnance Disclosure  | ✓ Endangered Species Act Advisory                           |
| ✓ Airport Influence Area / Airport Noise Disclosure                                       | ✓ Abandoned Mines Advisory                                  |
| ✓ Database Disclosure (Megan's Law)   | ✓ Oil & Gas Well Advisory                                   |
| ✓ San Francisco Bay Conservation and Development Commission Disclosure (where applicable) | ✓ Tsunami Map Advisory                                      |
| ✓ California Energy Efficiency Disclosure   | ✓ Right to Farm Disclosure                                  |

### **California Property Tax Report Disclosures and Advisories**

- ✓ Notice of Special Tax and Assessment (Mello-Roos and 1915 Bond Act)
- ✓ Notice of Supplemental Property Tax Bill
- ✓ Private Transfer Fee Disclosure Advisory

### **Environmental Report Disclosures and Advisories**

- ✓ Notification of known contaminated sites in proximity to the property

_____ <b>Transferor (Seller)</b>	_____ <b>Date</b>	_____ <b>Transferor (Seller)</b>	_____ <b>Date</b>
_____ <b>Transferee (Buyer)</b>	_____ <b>Date</b>	_____ <b>Transferee (Buyer)</b>	_____ <b>Date</b>
_____ <b>Agent</b>	_____ <b>Date</b>	_____ <b>Agent</b>	_____ <b>Date</b>

## MAXREAL BUSINESS DISCLOSURE

MAXREAL does both real estate business and mortgage business under names: MAXREAL, MAXREAL PROPERTY, MAXREAL FINANCIAL, MAXREAL SUNNYVALE, MAXREAL PROPERTY SUNNYVALE, MAXREAL FINANCIAL SUNNYVALE.

In this transaction, we may have got involved as both real estate broker and mortgage broker if buyer finally chooses to do loan with our company.

Property Address: 2474 Glendenning Ave. Santa Clara, CA - 95050

Buyer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Name: 

Signature: Sean Allen Weitzel

Date: 5/15/2010

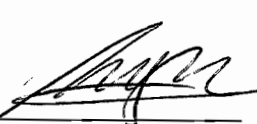
Seller's Name: Elizabeth Weitzel

Signature: 

Date: 5/15/10

Buyer's agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller's agent Signature: 

Date: 5/15/10

## C.L.U.E.® Risk Only Report

**Property Address:** 2474 GLENDENNING AVENUE,  
SANTA CLARA, SANTA CLARA County, CA

**APN:** 303-11-039  
**Report Date:** 05/04/2010  
**Report Number:** 748612

The C.L.U.E.® Risk Only Report is specifically designed for use in the real estate disclosure process. This report only lists losses reported by insurance companies that are associated with the property address shown above and is a reflection of the C.L.U.E.® database at the time and date of order.

SEARCH REQUEST: 2474 GLENDENNING AVENUE,  
SANTA CLARA, CA 95050

NUMBER of CLAIMS REPORTED: 0

**Claim Status** – This indicates current loss claim status. If status indicates "Subrogation", this means that an insurance company has taken action to recover the amount of a loss paid if the loss was caused by a third party.

**NOTE:** The loss information listed above may not be related to the seller because the loss may have occurred before the seller acquired the property.

Prepared by: COMPREHENSIVE LOSS UNDERWRITING EXCHANGE ChoicePoint Inc., Atlanta, GA.

For additional information please contact:

ChoicePoint Consumer Center  
P.O. Box 105108  
Atlanta, Georgia 30348-5108  
Telephone: 1-866-718-7684

RECEIVED & READ

\_\_\_\_\_  
SIGNATURE      DATE

\_\_\_\_\_  
SIGNATURE      DATE



510 Madera Ave.  
San Jose, CA 95112  
(408) 993-1900  
Fax (408) 993-1944  
Contractors License No. 729266

## Roof Inspection Report

**2474 Glendenning Avenue, Santa Clara**

---



**RECEIVED & READ**

\_\_\_\_\_  
SIGNATURE      DATE

\_\_\_\_\_  
SIGNATURE      DATE

**Ordered by:**

Annie Peng  
MaxReal  
1288 Kiefer Road #208  
Sunnyvale CA 94086

**Inspected by:**

Ernest ( Andy) Rodriguez  
May 10, 2010  
Report No. 141794



# Property Inspection Service

PROFESSIONAL BUILDING INSPECTION

## Single Family Home



2474 Glendenning Avenue, Santa Clara, CA

**Inspection Date:**

May 10, 2010

**Inspected For:**

Sean Weitzel & Elizabeth Weitzel

C/o Annie Peng

MAXREAL

1288 Kifer Road #208

Sunnyvale, California 94086

**Inspected by:**

Dan Pantoja

RECEIVED & READ

SIGNATURE DATE

SIGNATURE DATE

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

#: 201030360

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
2474	GLENDENNING AVENUE	SANTA CLARA	95050	04/27/2010	1 of 8

## PREFERRED TERMITE SERVICES, INC.

3365 KEATON LOOP, SUITE A  
SAN JOSE, CA 95121  
PH# (408) 532-6299 FAX-(408) 532-6297  
PR 3858



Ordered by: SEAN WEITZEL 2474 GLENDENNING AVENUE SANTA CLARA, CA 95050 PH.# 408-799-0752	Property Owner and/or Party of Interest SEAN WEITZEL 2474 GLENDENNING AVENUE SANTA CLARA, CA 95050 PH.# 408-799-0752	Report sent to: SEAN WEITZEL 2474 GLENDENNING AVENUE SANTA CLARA, CA 95050 PH.# 408-799-0752
--	--	--

COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

### GENERAL DESCRIPTION:

This is a one story, single family residence. It has an attached garage or carport. It was occupied and furnished at the time of inspection.

Inspection Tag Posted:

Garage.

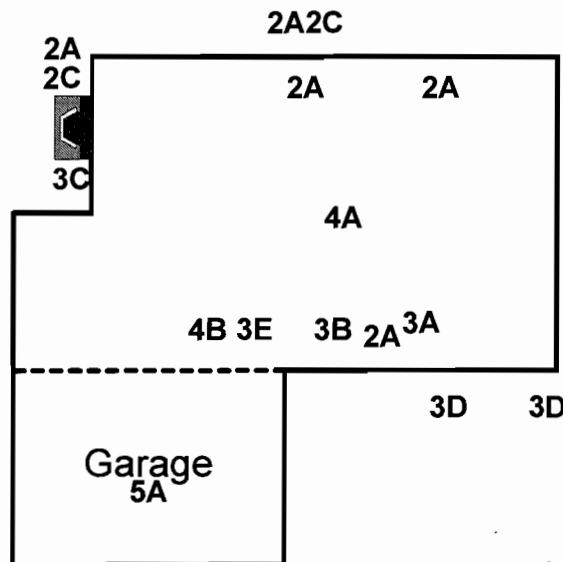
Other Tags Posted:

An inspection has been made of the structure(s) on the diagram in accordance with the the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites ☐ Drywood Termites ☒ Fungus/Dryrot ☒ Other Findings ☒ Further Inspection ☒

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection



RECEIVED & READ

SIGNATURE DATE

SIGNATURE DATE

## Front of Structure

Inspected By RON MOBERG License No. OPR 9750 Signature [Signature]

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the proceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or [www.pestboard.ca.gov](http://www.pestboard.ca.gov) (form t1a - 3/15/08) 43M-41 (Rev. 10/01)





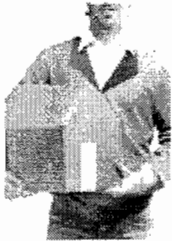
**CHICAGO TITLE**  
INSURANCE COMPANY



## **Property Overview**

**2474 GLENDENNING AVE, SANTA CLARA, CA, 95050- 6416**

## **Owner and Geographic Information**



**Primary Owner:**  
WEITZEL, SEAN A; WEITZEL,  
ELIZABETH S

**Secondary Owner:**

**Mail Address:**

2474 GLENDENNING AVE SANTA  
CLARA CA 95050

2474 GLENDENNING AVE SANTA  
CLARA CA 95050

**Site Address:**

**APN :** 303-11-039

**Lot Number :** **Page Grid :** 833-C7

**Housing Tract Number:**

**Legal Description :** Abbreviated Description: CITY:SANTA CLARA City/Muni/Twp:  
SANTA CLARA

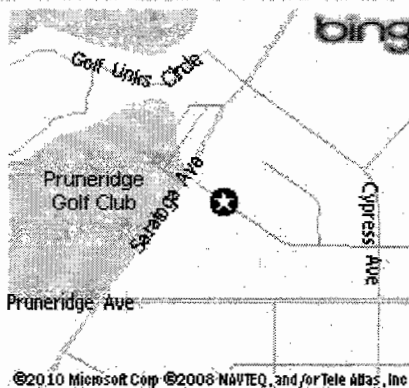
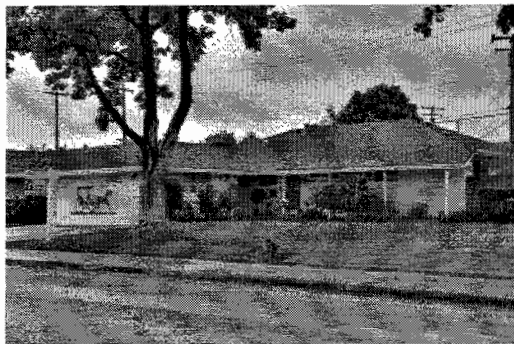
**RECEIVED & READ**

\_\_\_\_\_  
SIGNATURE      DATE

\_\_\_\_\_  
SIGNATURE      DATE

**A** 2474 GLENDENNING AV, Santa Clara 95050 (Santa Clara)  
\$589,888 Beds: 3 beds Baths: 2|0 baths

DOM: 1 MLS: 81024914



#### Property Overview

2474 GLENDENNING AV  
Santa Clara (Santa Clara) 95050  
Detached Single Family (Class 1)  
Beds, Baths: 3, 2|0  
SqFt: 1,130  
Lot: 5,605 sq ft  
Yr Built / Age: 1955 / 55 years  
Assoc Fee:  
List Price: \$589,888  
Sale Price:  
Sale Date:  
COE Date:

#### Remarks

Charming starter home!! well maintained, bright,cozy and desirable floor plan with many special features: Hardwood floors, Fresh paint through out; Abundance of natural light; Upgraded kitchen with granite counter top and stainless appliances; Marble Fireplace with mantel; Copper pipe & Newer fence; Vegetable & Rose Garden;Nearby Pruneridge Golf Course & Westwood Elem. Parks & Shopping center;

#### Schools/Districts

Elem: Westwood Elementary/ Santa Clara Unified  
Middle: Buchser Middle  
High: Santa Clara High/ Santa Clara Unified

#### Property Features

<b>Familyroom</b> No Family Room	<b>Amenities</b> 220 Volts in Laundry Area Double Pane Windows Gas Water Heater	<b>Listing Includes</b> 1 Dishwasher 1 Refrigerator Disposal Microwave Oven	<b>Yards/Grounds</b> Deck Fenced Yard
<b>Informal Dining Area</b> Eat in Kitchen	<b>Fireplace Location</b> Fireplace in Family Room	<b>Garage/Parking</b> 2 Car Garage	<b>Has Pool</b> No Pool
<b>Formal Dining Area</b> Dining "L"	<b>Floor Covering(S)</b> Laminate Hardwood	<b>Lot Description</b> --	<b>Pool Description</b> --
<b>Other Rooms</b> --	<b>Energy Features</b> --	<b>View</b> --	<b>Pool Options</b> --
<b>Bedroom Descriptions</b> 1 Master Bedroom Suite			<b>Style</b> --
<b>Shower And Tub</b> 1 Shower over Tub			<b>Horse Property</b> --
<b>Shower</b> 1 Stall Shower			<b>Horse Property Description</b> --
<b>Other Areas</b> Laundry Area - Garage			

Listed By Annie Min Peng, Maxreal

RECEIVED & READ

SIGNATURE

DATE

SIGNATURE

DATE



**First American Title Company**  
**12772 Saratoga-Sunnyvale Road, Suite 200**  
**Saratoga, CA 95070**

Escrow Officer: Zack Felder  
Phone: (408)867-9915  
Fax No.: (866)404-5899  
E-Mail: zfelder@firstam.com

E-Mail Loan Documents to: SaratogaEDocs@firstam.com  
Property: 2474 Glendenning Avenue  
Santa Clara, CA 95050

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

RECEIVED & READ

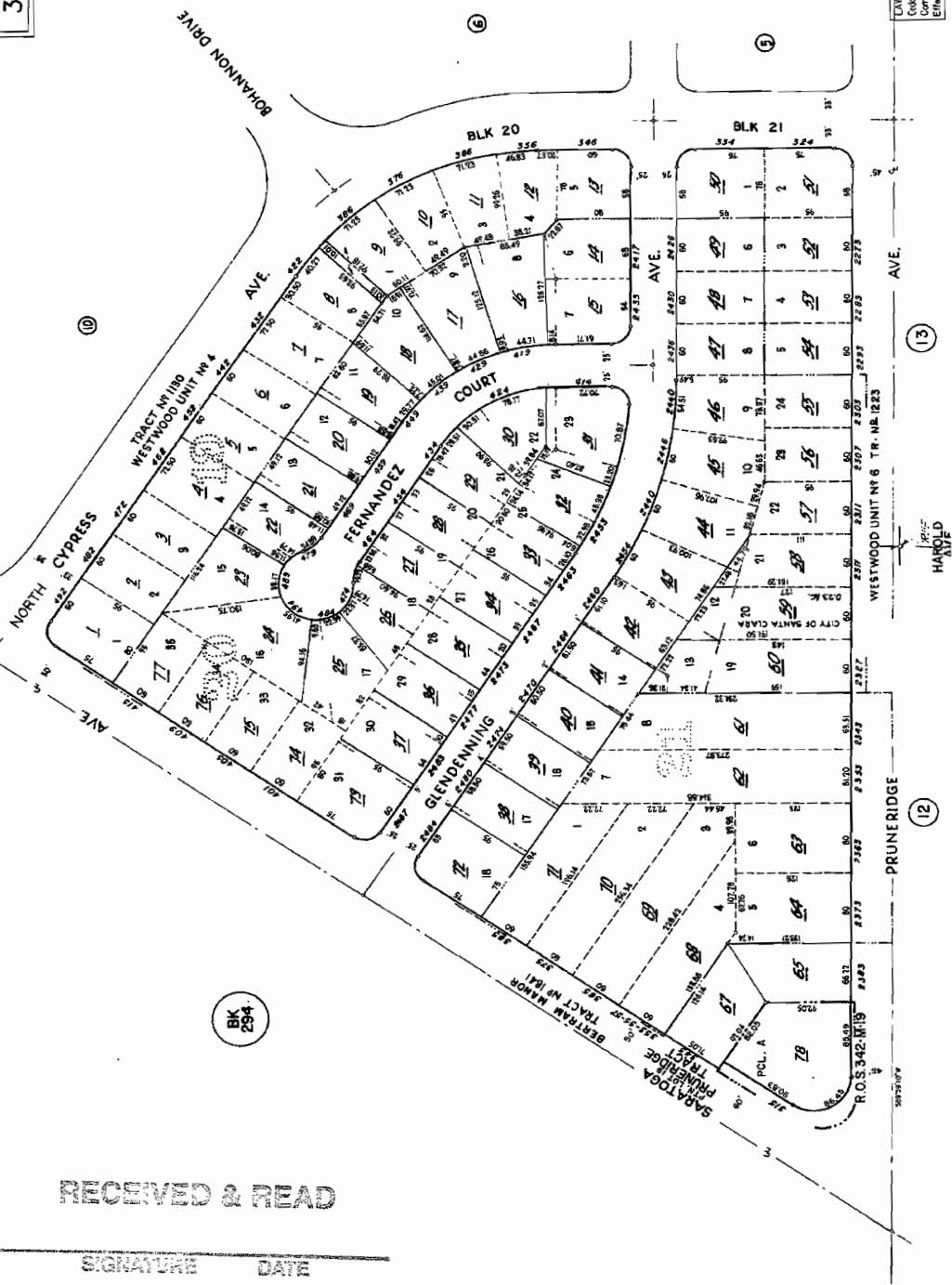
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BOOK 303  
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OFFICE OF COUNTY ASSESSOR / SANTA CLARA COUNTY, CALIFORNIA



LAWRENCE E. STONE - ASSESSOR  
Certified map for assessment purposes only  
Compiled under R. & T. Code, Sec. 327.  
Effective Roll Year 2004-2005

RECEIVED & READ

SIGNATURE DATE  
SIGNATURE DATE

NOTICE

First American Title