



**RECEIPT OF DOCUMENTS**  
**367 Encina Avenue, Redwood City, CA 94061**

Attached please find the following reports compiled as of February 28, 2014. If you intend to present an offer on this property, please make sure that you have the most current version of the disclosure packet and have your client sign the acknowledgment of receipt at the bottom of this letter. Please return the signed copy of the receipt letter to me with your offer. **PLEASE use the PRDS Purchase Contract.**

**Previous disclosures have been provided by the seller and may be incomplete.  
Seller prefers an As-Is sale.**

**I have not verified any of the information contained in those documents that were prepared by other people.  
Buyers need to satisfy themselves as to the issues discussed in these documents.**

- PRDS Advisory Regarding Market Conditions, Multiple and Non-Contingent Offers, Financing/Appraisal and Property Condition (2 pgs; 01/13/14)
- PRDS Disclosure Regarding Real Estate Agency Relationships (2 pgs; 01/03/14)
- Advisory and Consent Regarding Multiple Agency and Dual Agency (1 pg; 01/03/14)
- Coldwell Banker Disclosure Obligations (1 pg; 01/13/14)
- Chicago Title Company–Property Profile (1 pg)
- Real Estate Transfer Disclosure Statement (3 pgs; 01/13/14)
- Agent Visual Inspection (3 pgs; 01/13/14)
- Supplemental Seller’s Checklist (9 pgs; 01/13/14)
- PRDS Lead-Based Paint and Lead-Based Paint Hazards Disclosure and Acknowledgment (1 pg; 01/13/14)
- PRDS San Mateo / Santa Clara Counties Advisory (14 pgs; 01/13/14)
- Chicago Title Company Preliminary Report (21 pgs; 12/03/13)
- Floor Plan (1 pg; 03/03/13)
- City of Redwood City Permits and Inspection Reports (4 pgs; 01/13/14)
- WIN Property Inspection (31 pgs; 01/08/14)
- Terminix – Section 1 Clearance (1 pg; 02/26/14)
- Terminix Termite Report (8 pgs; 01/07/14)
- Residential Earthquake Hazard Report Questionnaire (1 pg; 01/13/14)
- Acknowledgement of Receipt of Homeowner’s Guide to EQ Safety; Lead; California Energy Commission Home Energy Rating (1 pg; 01/13/14)
- California Energy Commission Home Energy Rating (14 pgs)
- C.L.U.E. Risk Only Report (1 pg; 12/04/13)
- JCP Report (65 pgs; 12/04/13)
- Seller’s Previous Disclosures and Reports (66 pgs & cover page)
- MLS Print Out (1 pg; 02/28/14)

**Received by:**

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

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

**Agent** \_\_\_\_\_ **Date** \_\_\_\_\_



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**PRDS® ADVISORY REGARDING MARKET CONDITIONS,  
MULTIPLE AND NON-CONTINGENT OFFERS,  
FINANCING/APPRaisal AND PROPERTY CONDITION**

Revision Date 5/06

Print Date 5/06



The residential real estate market is, and historically has been, cyclical. Bay Area housing values have experienced repeated up-turns - - with extraordinary price increases in some cases - - and down-turns, where home sale prices descend, in some cases dramatically. Factors contributing to these home price swings include national and local economic conditions and business cycles, and especially the significant and sometimes immediate influence that business advances and declines related to high-tech, bio-tech and other business enterprises exert on the housing sector. Beyond that, the fact that Bay Area housing demand often exceeds housing supply furnishes another important explanation for occasionally intense competition for limited housing stock. Your real estate agent cannot predict market swings, and whether and to what extent real property purchased today will, in the future, appreciate or depreciate in value. In view of these real estate price dynamics, the parties to the Purchase Contract herein are advised of the following:

- 1. Multiple Offers and Fair Market Value:** When it comes to residential housing offered for sale, this persistent imbalance of inventory and demand can give rise to "multiple offer" situations, wherein two or more sets of prospective buyers compete - - sometimes fiercely - - for the same property. Vigorous competition can drive a sales price well above asking price and, for that matter, substantially above a figure that would realistically be considered "fair market value". One peril for the Buyer in such a setting is that an artificially high purchase price can compound the economic consequences of a Buyer's need to sell the property before it has an opportunity to appreciate (if it will at all) to a level reflecting the actual purchase price, thus resulting in the possibility of a net loss to Buyer at time of sale.
- 2. Financing and Appraisal Issues and Risks:** Another peril for a Buyer who has "won" such a bidding competition can include inability or difficulty obtaining financing from a lender whose objectively derived appraisal cannot support the actual price paid. A lender's decision to approve of a Buyer as borrower takes into account an evaluation both of Buyer's **creditworthiness**, i.e., the prospects for the Buyer's ability to continuously make mortgage payments and **appraisal**, i.e., an objective fair market valuation of the property.

Where the subject property is appraised at a price considerably below the actual purchase price, the lender will typically decline to make the loan unless the Buyer is willing to provide enough **increased down payment** to cover the difference between the loan amount applied for and the amount the lender (once in receipt of the appraisal) is ultimately willing to lend. This increased down payment requirement can be substantial and, depending on financing contingency status, Buyer's inability to bring in that increased amount may expose Buyer to forfeiture of his deposit, or worse. (It bears noting that, where the Liquidated Damages clause is not made a part of the purchase contract, the economic exposure to a defaulting Buyer has no limit or "cap".)

Another financing-related risk arises where a Buyer with a loan contingency is putting such a substantial amount of money down that, even with an appraisal far below the Buyer's purchase price, the lender is still willing to lend on strength of an auspicious loan-to-value ratio. The "risk," therefore, lies in Buyer's contractual obligation to proceed with removal of the financing contingency (even though the property didn't "appraise out" and Buyer feels he paid too much for the property), all because the lender is indeed willing to lend.

**PRDS® ADVISORY REGARDING MARKET CONDITIONS, MULTIPLE AND NON-CONTINGENT OFFERS, FINANCING/APPRaisal AND PROPERTY CONDITION (Page 2 of 2)**

**3. Non-contingent Offers; Associated Risks:** A contingency is a contractual condition (e.g., Buyer's approval of the physical condition of the Property) based upon which a Buyer, acting in good faith, can elect to not proceed with the transaction and can recover, without penalty or sanction, Buyer's deposit. Financing, property condition, insurance, title and other contingencies stand as important protections to a Buyer. Accordingly, a Buyer whose offer is fully "non-contingent" - - wherein all contingencies are waived - - foregoes important protections. Among these is the right to cancel the contract based upon an inability to obtain financing or upon a post-acceptance discovery of serious physical defects and other problems. It is important to note that the discovery during escrow of previously unknown defects *does not* (absent fraud) create for the non-contingent Buyer a new right to terminate the contract.

Inherent in Buyer's decision of what price and terms to include in an offer is (on one end of the spectrum) the risk that a non-contingent contract, while attractive to a Seller, exposes the Buyer to the risk of having to either go through with the purchase of a possibly defective property or withdraw and suffer the economic consequences of default. At the other end of the spectrum is the risk that the Seller will reject Buyer's contingent-laden offer in favor of a competing offer with few or no contingencies.

Notwithstanding these important concerns, a Buyer who is determined to prevail as successful bidder may freely elect to assume these risks of non-contingency, preferring instead to generate an offer sufficiently attractive to a Seller that the "risk" of being outbid by a competing offer is correspondingly reduced. Each buyer must, upon careful deliberation, decide how much of which risk he or she is willing to assume. Risk factors vary in each transaction and must be thoughtfully considered in each case. For example, where a non-contingent buyer has access to a seller-provided pre-sale disclosure "packet" containing essential inspection reports produced by reliable, reputable professionals, the risk to that buyer regarding those issues is far lower than it would be where no inspections have been undertaken at all. The latter involves maximum risk, and is strongly discouraged by Broker.

**4. Property Condition:** Irrespective of prevailing market conditions, Buyer is encouraged to engage property inspection professionals to examine the subject property, particularly where the Seller has not obtained and delivered to Buyer (prior to Buyer's submittal of an offer) a pre-sale property inspection report from a professional and disinterested property inspection expert. As stated above, a decision by Buyer to waive contingencies relating to property condition should be made only upon careful deliberation. Buyer should also review in advance such existing disclosures, inspection reports, building permit file records and other materials that could provide information and insights as to condition, value and desirability. Buyer should carefully review Seller and agent information provided in the Transfer Disclosure Statement and any additional disclosure (e.g., the PRDS Supplemental Seller Checklist) information. Additionally, where the contract provides for a pre-close of escrow "Walk-Through" (and whether the transaction is or is not "non-contingent"), Buyer should avail himself of that right and opportunity.

Date: \_\_\_\_\_ Date: 1/13/14  
Buyer: \_\_\_\_\_ Seller: [Signature]  
Buyer: \_\_\_\_\_ Seller: Grace Yip  
Eric Yip



PRDS® DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (Page 1 of 2) (As required by the Civil Code) Revision Date 9/13



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(s) in the transaction.

FORM NEEDS TO BE COMPLETED AND PROVIDED AS FOLLOWS:
a) Listing Agent to the Seller before entering into a listing agreement; b) Buyer's Agent to the Buyer as soon as practicable before signing an offer;
c) Buyer's Agent to the Seller before presenting an offer; d) Listing Agent, when acting as a dual agent, to the Buyer as soon as practicable before the Buyer signs an offer.

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 Section 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse side hereof. Read it carefully.

If the transaction involves one-to-four dwelling residential property(s), including a mobile home, this Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year.

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

Form with signature lines for Buyer, Seller, and Agent, including dates, times, and license numbers. Includes handwritten signatures and dates like 1/3/14.

**PRDS<sup>®</sup> DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (Page 2 of 2):**  
**CHAPTER 2 OF TITLE 9 OF PART 4 OF DIVISION 3 OF THE CIVIL CODE**

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 acting agent, 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 the 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 of 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 acknowledgment 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 acknowledgment 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 acknowledgment 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 acknowledgment 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.

- 2079.17 (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 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 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:

Example Only \_\_\_\_\_ is the agent of (check one):  
 (Name of Listing Agent)

Example Only \_\_\_\_\_ is the agent of (check one):  
 (Name of Selling Agent if not the same as the Listing Agent)

the seller exclusively; or  both the buyer and the seller.  the buyer exclusively; or  the seller exclusively; or  both the buyer and the 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 associates 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.



**ADVISORY AND CONSENT REGARDING  
MULTIPLE AGENCY AND DUAL AGENCY**  
Revision Date 8/04



Real estate brokerage companies vary in terms of number of sales agents and branch offices. Larger brokerages may, at any one time, service hundreds of listings and address the needs of thousands of individual clients. Client is advised that such circumstance, coupled with limited housing inventories and expanding demand for homes, can engender vigorous competition for the same property by numerous buyers and result in situations (referred to herein as "Multiple Agency") wherein two or more sets of buyers are represented by agents from the same brokerage company. Related to Multiple Agency (and included within the scope of that term for purposes of this document) are situations wherein a buyer client is introduced to and shown properties that are listed with the same brokerage to which that buyer's agent belongs.

"Dual Agency" arises when (1) both the buyer and seller of a particular property are represented by the same, individual agent or (2) the buyer and seller are separately represented by different agents of the same brokerage company. Dual Agency is recognized and accepted under California law as a legally authorized agency relationship, and is addressed in the "Disclosure Regarding Real Estate Agency Relationships" form required by Civil Code Section 2079.13, et seq. and provided to Client. When consented to by the subject buyer and seller, a listing agent is thus permitted by law to represent said listing agent's own buyer client (if any) in the showing and eventual sale of property listed by that agent, and may present offers for that buyer on properties listed by other agents affiliated with the same brokerage. Client is nevertheless advised, and acknowledges and understands, that conflicts of interests can and do arise in Dual Agency situations due to the inherently competing interests of buyers and sellers of a particular property and the fact that one single brokerage company, and the agent(s) involved, owe a fiduciary duty to buyer and seller both.

As to any such conflict or dispute, Client understands and agrees that Agent may seek guidance and counsel from Agent's managing broker or broker of record (as applicable) to assist in achieving a fair and impartial resolution. Client acknowledges and accepts Agent's affirmation of brokerage fiduciary duties and responsibilities and Agent's commitment to devote best efforts to fairly and ably resolve such conflicts and other disputes in a manner that favors the interests of neither party over the other. Additionally, Client accepts that, although Agent commits to the full and faithful disclosure to both Buyer and Seller of all material information (of which Agent is aware) reasonably bearing on value or desirability of the subject property, Agent will not (without written consent):

- (a) reveal to Buyer the fact or extent of any willingness by Seller to sell the property at a price, and/or upon terms, less than those set forth in the subject listing;
- (b) reveal to Seller the highest price and/or most Seller-favorable terms upon which Buyer is willing to buy the property; or
- (c) reveal to the other party to the transaction any information relating to any family, financial, health, occupational or other circumstance, purpose or motivation (not relating to condition, value or desirability of the property) that might influence or otherwise bear on Buyer's or Seller's decision to purchase or sell the property.

Client acknowledges and accepts the foregoing limitations and exceptions regarding disclosure by Agent, and acknowledges Agent's advice and recommendation to confer with legal counsel regarding Multiple Agency and Dual Agency and any decision to proceed on the basis thereof.

**Client affirms that Client has read and considered the foregoing, and that Client expressly consents to, and hereby agrees to allow Agent and Agent's Broker to proceed on the basis of, Multiple Agency and Dual Agency on Client's behalf as explained herein.**

\_\_\_\_\_  
Client (Buyer)    Date

\_\_\_\_\_  
Client (Buyer)    Date

\_\_\_\_\_  
Agent for Client (Buyer)                          Date

*[Signature]* \_\_\_\_\_ 11/21/14  
Client (Seller) Grace Yip    Date

*[Signature]* \_\_\_\_\_ 11/21/14  
Client (Seller) Eric Yip    Date

*[Signature]* \_\_\_\_\_ 11/21/14  
Agent for Client (Seller)  
Loren Dakin    Date

Coldwell Banker  
\_\_\_\_\_  
Brokerage Company (please print)

\_\_\_\_\_  
Brokerage Company (please print)



## DISCLOSURE OBLIGATIONS

Considerable confusion exists as to what Sellers are obligated to disclose, the extent of the Buyer's obligations and the duties of the Real Estate Agents. This disclosure is designed to give an over-all explanation of the respective rights and obligations of the parties in a residential real estate transaction. However, additional disclosures may be required. **Please read every section.**

### SELLERS

Unless exempt, Sellers must honestly answer all of the questions contained in the Real Estate Transfer Disclosure Statement (RETDS), a form mandated by California statutory law. The fact that the Seller has never resided in the property or is selling the property in its present condition ("as is") does not eliminate the Seller's obligation to make full disclosure. The RETDS does not establish who is obligated to correct, replace or repair any item, in that it is not a warranty or a contract but a statement of the Seller's knowledge of those material facts which affect the value or desirability of the property. Under California case law, Sellers must disclose not only current problems but also known past problems, even those which have been corrected.

The RETDS is not an exhaustive list of all of the issues that Sellers must disclose under California law. To facilitate complete disclosure, many Real Estate Agents provide Sellers with a Supplemental Disclosure form designed to fill in the gaps in the state-mandated form. Some purchase contracts require that Sellers complete a supplemental form.

Some of the issues which Sellers must disclose are not readily known by Sellers but are none-the-less mandatory disclosures. Under the Alquist-Priolo Earthquake Fault (also known as the "Special Studies Zone") Sellers **must** disclose if the property is located within a state delineated earthquake fault zone and if the property is located within a seismic or other geotechnical hazard as determined by local jurisdictions. Sellers **must** disclose if the property is located in a federally-designated flood hazard area and California law allows cities, counties and state agencies to control land use within flood hazard areas. Sellers **must** disclose whether the property is located within a state fire responsibility area, defined as where California has the primary financial responsibility for fire prevention. These are generally "wildland areas" which may require state-imposed additional duties. Sellers **must** also disclose if the property is subject to a Mello-Roos Facility District which is formed to finance certain public services and facilities. If such a district exists, Sellers must make a good faith effort to secure a disclosure notice from the local taxing agency and provide the completed notice to the Buyer. Sellers can either research these issues through public agencies and make the disclosures themselves or retain experts to undertake the research, make the disclosures and assume the liability for those disclosures.

Under State law, Sellers are required to disclose whether or not the property is in compliance with the smoke detector laws and whether or not water heaters have been secured by bracing, strapping or anchoring. Local laws may impose additional requirements on these and other health and safety issues.

If the property is a single unit in a common interest development, then Sellers **must** give the Buyer a copy of the governing documents of the common interest development and certain financial information. Sellers can request that the homeowners' association provide that information to the Buyer under Civil Code Section 1368. Sellers **must** also disclose past, current and proposed litigation affecting the unit and/or the common area, as well as any defects in the common area; however, the homeowners' association is not required to make those disclosures to prospective Buyers. Sellers and Buyers should understand that many common interest developments have been, are or may be involved in litigation. It should also be recognized that homeowner association fees and assessments are not fixed and can be increased.

If the property was built before 1978, then Sellers **must** disclose known lead-based paint hazards and whether the property has certain features which would constitute a weakness in the event of an earthquake.

### BUYERS

Buyers should not just rely on what Sellers or Real Estate Agents tell them about the property. Required written disclosures do not take the place of hiring expert inspectors to evaluate the size, condition and use of the property, including but not limited to governmental requirements and limitations, geological and environmental hazards, structural and non-structural systems, waste disposal, water and other utility systems and components, neighborhood conditions, and personal preference factors. Securing this information does not take the place of maintaining the property after escrow closes nor is there a guarantee that changes in those issues will not occur. Buyers have an obligation to exercise reasonable care to protect themselves "including those facts which are known to or within the diligent attention and observation of the buyer" under Civil Code Section 2079.5. When any problem is noted in any disclosure or inspection report, Buyers should retain appropriate experts to determine the extent of the problem and the proper means for and the cost of correcting that problem **before** escrow closes. Buyers are encouraged to personally verify the condition and uses of the property and the Seller's compliance with all contractual provisions prior to the close of escrow.

### REAL ESTATE AGENTS

Real Estate Agents are required to disclose potential agency relationships by use of a statutory form. Real Estate Agents can provide certain federal and state pamphlets regarding such issues as environmental hazards and earthquake safety. Real Estate Agents are required to conduct a competent, diligent, visual inspection of the accessible areas of the property and to disclose the results of that inspection. However, that inspection obligation does **not** include an inspection of common areas, matters off-site of the subject property or public records or permits concerning the title or use of the property. Real Estate Agents do not guarantee nor take any responsibility for the size, condition or use of the property and are not obligated to verify the Seller's disclosures. A Real Estate Agent is the person qualified to advise on real estate matters and is not obligated to give legal, insurance or tax advice.

Date 1/13/14 Seller Grace Yip Seller Eric Yip  
Date \_\_\_\_\_ Buyer \_\_\_\_\_ Buyer \_\_\_\_\_



**Profile with Map**



**Primary Owner:** YIP, GRACE; YIP, ERIC  
**Secondary Owner:**  
**Mail Address:** PO BOX 51192  
 PALO ALTO, CA 94303-0691  
**Site Address:** 367 ENCINA AVE  
 REDWOOD CITY, CA 94061-3713  
**Assessor Parcel Number:** 059-111-190  
**Housing Tract Number:**  
**Lot Number:**  
**Legal Description:** **Subdivision:** MAP OF THE GRAY TRACT  
**Legal Brief Description:** SUBD:MAP OF THE GRAY TRACT LOT  
 47 LESS NWLY 10 FT GRAY TRACT RSM B/23 CITY OF  
 REDWOOD CITY

**Property Characteristics**

<b>Bedrooms:</b> 2	<b>Year Built:</b> 1930	<b>Square Feet:</b> 920
<b>Bathrooms:</b> 1	<b>Garage:</b> Detached 1	<b>Lot Size:</b> 8,030 SF
<b>Total Rooms:</b> 5	<b>Fireplace:</b>	<b>Number of Units:</b> 0
<b>Zoning:</b>	<b>Pool:</b>	<b>Use Code:</b> Single Family Residential
<b>No of Stories:</b>		
<b>Building Style:</b>		

**Sale Information**

<b>Transfer Date:</b> 02/25/2013	<b>Seller:</b> CAPONE, FRANCIS E; CAPONE, VALERIE
<b>Transfer Value:</b> \$560,000.00	<b>Document #:</b> 2013-030237
<b>Title Company:</b> CHICAGO TITLE COMPANY	<b>Cost/Sq Feet:</b>

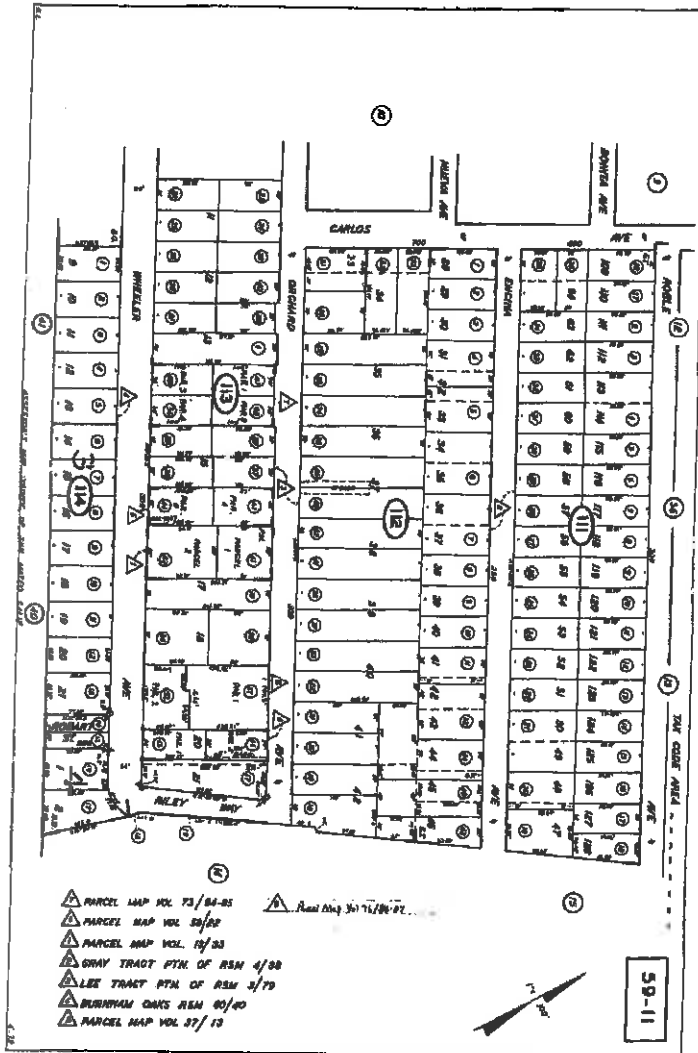
**Assessment & Tax Information**

<b>Assessed Value:</b> \$56,020.00	<b>Percent Improvement:</b> 54%	<b>Homeowner Exemption:</b>
<b>Land Value:</b> \$25,870.00	<b>Tax Amount:</b> \$725.08	<b>Tax Rate Area:</b> 09-001
<b>Improvement Value:</b> \$30,150.00	<b>Tax Account ID:</b>	<b>Tax Status:</b> Current
<b>Market Improvement Value:</b>	<b>Market Land Value:</b>	<b>Market Value:</b>
<b>Tax Year:</b> 2013		

Courtesy of Chicago Title  
 Offered by Chicago Title  
 All Information produced is deemed reliable but is not guaranteed.

Received By Buyer/s -2pgs Read-Understood- Approved	
_____/_____/_____ Initials	_____/_____/_____ Date





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 Offered by Chicago Title  
 All Information produced is deemed reliable but is not guaranteed.



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PRDS® REAL ESTATE TRANSFER DISCLOSURE ("TDS") (Page 1 of 3 - Revised 11/11)



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Redwood City, COUNTY OF San Mateo, STATE OF CALIFORNIA, DESCRIBED AS 367 Encina Avenue. 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) 20. 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: please see current inspections. we have TDS, SSC, structural, pest, property inspection from previous sale. previous disclosure packet is incomplete.

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 not occupying the property.

A. The subject property has the items checked below (read across):

- Range, Dishwasher, Washer/Dryer Hookups, Burglar Alarms, T.V. Antenna, Central Heating, Wall/Window Air Conditioning, Septic Tank, Patio/Decking, Sauna, Hot Tub, Locking Safety Cover\*, Security Gate(s), Garage: Attached, Pool/Spa Heater: Gas, Water Heater: Gas, Water Supply: City, Gas Supply: Utility, Window Screens, Oven, Trash Compactor, Smoke Detector(s), Carbon Monoxide Device(s)\*, Satellite Dish, Central Air Conditioning, Sprinklers, Sump Pump, Built-in Barbeque, Pool, Child Resistant Barrier\*, Automatic Garage Door Opener(s)\*, Not Attached, Solar, Water Heater Anchored, Braced, or Strapped\*, Well, Bottled, Window Security Bars, Quick Release Mechanism on Bedroom Windows\*, Microwave, Garbage Disposal, Rain Gutters, Fire Alarm, Intercom, Evaporator Cooler(s), Public Sewer Systems, Water Softener, Gazebo, Spa, Locking Safety Cover\*, Number of Remote Controls 2, Carport, Electric, Private Utility or Other, Water-Conserving Plumbing Fixtures

[\*See related note, page 2]

Exhaust Fan(s) in bathrooms, 220 Volt Wiring in, Fireplace(s) in living room, Gas Starter, Roof(s): Type, Age: (approx.), Other:

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary):

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials (gy)(ey)

Buyer's Initials ( )( )

**PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Page 2 of 3):**

**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.): \_\_\_\_\_

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or 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. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

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

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

**D. Seller Certification:**

1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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

Seller Grace Yip Date 1/13/14  
 Seller Eric Yip Date 1/13/14

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials ( gy ) ( ey )

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

Property: 367 Encina Avenue Redwood City Date 1/13/14

**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:

Please see attached Agent's Visual Inspection.

We have received the previous items from the previous disclosure packet: TDS, SSC, structural pest report and property inspection. The previous disclosures are incomplete and other disclosures and/or reports or inspections may exist.

Agent (Broker Representing Seller) Coldwell Banker By [Signature] Date 1/13/14  
 (Please Print) (Associate Licensee or Broker Signature)

[Signature]  
 Loren Dakin

**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(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.**

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

Seller Grace Yip Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Eric Yip Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Coldwell Banker 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.

NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.



CALIFORNIA  
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**AGENT VISUAL INSPECTION DISCLOSURE**  
**(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**  
For use by an agent when a transfer disclosure statement is  
required or when a seller is exempt from completing a TDS  
(C.A.R. Form AVID, Revised 11/13)

This inspection disclosure concerns the residential property situated in the City of Redwood City, County of San Mateo, State of California, described as 367 Encina Avenue ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # \_\_\_\_\_ . Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Coldwell Banker - CBR.14

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

**California law does not require** the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

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

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

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

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

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

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

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

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

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

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

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

Seller's Initials (\_\_\_\_)(\_\_\_\_)

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AVID REVISED 11/13 (PAGE 1 OF 3)

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



**AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)**

Agent: Loren Dakin, Jr.  
Broker: Coldwell Banker

Phone: 650.714.8662  
930 Santa Cruz Ave. Menlo Park, CA 94025

Fax: 650.329.6603

Prepared using zipForm® software

Property Address: 367 Encina Avenue  
Redwood City, CA 94061

Date: 1/13/14

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

Inspection Performed By (Real Estate Broker Firm Name) Coldwell Banker - CBR.14

Inspection Date/Time: 01/10/2014 12:30 Weather conditions: Sunny

Other persons present: \_\_\_\_\_

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

Entry (excluding common areas): Functional.

Living Room: Functional; holes in walls where art is hung.

Dining Room: Functional; holes in walls where art is hung.

Kitchen: Functional; marks on cabinets; scuff mark on door leading to outside.

Other Room: Bonus Room/TV Room: Functional; scuff marks on floor; holes in walls where art is hung; crack on wall

Hall/Stairs (excluding common areas): Functional; scuff mark by entry; holes in walls where art is hung.

Bedroom # 1: Master Bedroom: Functional; chipped floor panel; scuff marks on floor; holes in walls where art is hung; walk-in closet is not finished.

Bedroom # 2: Bedroom/Office: Functional; holes in walls where art is hung.

Bedroom # 3: Functional.

Bath # 1: Master Bathroom: Functional; holes in walls where art is hung.

Bath # 2: Functional.

Bath # 3: Functional.

Other Room: Bedroom 4: Functional.

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

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: 367 Encina Avenue  
Redwood City, CA 94061

Date: 1/13/14

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_

Other Room: \_\_\_\_\_  
\_\_\_\_\_

Other: The home has been recently updated throughout. Interior of the home has been recently painted.

Other: This property went through a recent renovation with added square footage. We have received the property and termite reports, and the TDS and SSC disclosures from previous agent. Previous disclosures are incomplete.

Other: \_\_\_\_\_  
\_\_\_\_\_

Garage/Parking (excluding common areas): Functional. Driveway: Functional; cracks on driveway.

Exterior Building and Yard - Front/Sides/Back: Functional.

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_  
\_\_\_\_\_

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

Real Estate Broker (Firm who performed the Inspection) Coldwell Banker - CBR.14  
By \_\_\_\_\_ Date 1/12/14  
(Signature of Associate Licensee or Broker)  
Loren Dakin

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

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

SELLER \_\_\_\_\_ Grace Yip \_\_\_\_\_ Date \_\_\_\_\_  
SELLER \_\_\_\_\_ Eric Yip \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller) Coldwell Banker - CBR.14  
By \_\_\_\_\_ Date 1/13/14  
Loren Dakin (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

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a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

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





# PRDS® SUPPLEMENTAL SELLER'S CHECKLIST



Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/13/14

**THE INFORMATION ENTERED ON THIS FORM IS PROVIDED BY SELLER ONLY. 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:** Seller must understand the importance and significance of Seller's disclosure obligations. Seller needs to take the time to carefully and fully complete all questions in this Checklist, including, but not limited to, providing a detailed explanation for all questions responded to with "yes." If Seller needs help in completing Seller's disclosure obligations, including what to disclose and how to disclose it, Seller should consult with Seller's own real estate attorney. Brokers cannot determine the legal sufficiency of any disclosure. In completing this Checklist, Seller should consider the following:

- Seller must disclose anything that is known to Seller that materially affects the value or desirability of the Property;
- It is always prudent for Seller to disclose and explain rather than remain silent;
- Seller can reduce the risk of subsequent disputes, claims, and litigation by making full disclosure to Buyer;
- Prior to completing this Checklist, Seller should review all existing documents in Seller's possession, including, but not limited to, past and current reports, inspections, disclosures, repair estimates, and invoices. Seller should provide these documents to Buyer with this Checklist;
- Seller should disclose all past and current problems, even those that have undergone repair, and should describe repairs that have been made;
- If Seller does not know the answer to any question, then Seller is "not aware" of that issue and should answer "No."

**CAUTION TO BUYER:** Buyer is responsible for conducting Buyer's own investigations into any and all issues which impact the value and desirability of the Property, whether or not the issue is referenced in any advertisement or discussed in the Seller's or Broker's disclosure documents or by any advisories received by Buyer. Buyer must bear in mind that a property may suffer defects or deficiencies of which neither Seller nor Broker is aware. Buyer should also recognize that not all issues can be objectively determined, and some issues can have varying impacts on different people, since some people may be more sensitive than others. Buyer is urged to do all of the following:

- Carefully read the information contained in this Checklist, along with any advisories, disclosures, inspections, and/or reports Buyer receives from any source;
- Conduct additional/further investigations and inspections regarding any issues that concern Buyer which are raised by this Checklist and/or by any advisories, disclosures, inspections, and/or reports received by Buyer from any source;
- Thoroughly and thoughtfully inspect and evaluate the Property and, in doing so, meet Buyer's obligation to protect Buyer, including those facts which are known to or within the diligent attention and observation of the Buyer;
- Engage qualified professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies as part of Buyer's evaluation of the Property, preferably during Buyer's property condition contingency, if any;
- Recognize that this Checklist does not include questions regarding every conceivable issue. If Buyer has any concerns, questions, or special needs that are not discussed in this Checklist, then Buyer should prepare Buyer's own written questions and request that Seller provide written responses to those questions prior to removal of Buyer's property condition contingencies, if any.

The information provided in this Checklist is from the Seller and not the Broker or individual real estate licensees. Unless specified in writing, the real estate licensees involved in the transaction have not verified, and will not verify, any of the information provided by Seller. Although licensed to list, sell, and lease real estate, Broker may not have expertise on the information in this Checklist.

**SELLER SHALL RESPOND TO EACH AND EVERY ONE OF THE FOLLOWING QUESTIONS:**

If Seller is aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to any item that Seller has identified, Seller shall explain the underlying facts in detail in the space provided. (If necessary, use additional pages.)

**1. GENERAL PROPERTY INFORMATION:**

- A. Approximate lot size: 8030 Source: county record
- B. Approximate house square footage: 1413 Source: per drawing
- C. Approximate year house was built: 84 Source: county record
- D. Number of years you have owned the Property: 1 Lived at Property: no

**ATTENTION: See PRDS San Mateo/Santa Clara Counties Advisory Regarding Building Permits/Non-Permitted Construction.**

**2. ALTERATIONS, ADDITIONS AND REPAIRS:**

**A. DURING YOUR OWNERSHIP:** List below all alterations, additions and repairs made and designate the permit status for each item if applicable. **Provide copies of permits and other Seller documentation in your possession related to each item (List on attached PRDS Transmittal of Documents or equivalent form).** [UNK = UNKNOWN]

Description:	Date:	Permit Issued	Permit Final	Other Documentation
<u>addition</u>	<u>3/13</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

Seller's Initials ( gy (evy) )

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





Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/10/14

B. **PRIOR TO YOUR OWNERSHIP:** List below all alterations, additions and repairs made and designate the permit status for each item if applicable. **Provide copies of permits and other Seller documentation in your possession related to each item (List on attached PRDS Transmittal of Documents or equivalent form).** [UNK = UNKNOWN]

Description:	Date:	Permit Issued	Permit Finaled	Other Documentation
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

C. **PRIOR REPORTS, INSPECTIONS AND DISCLOSURES:**

**Identify and provide all prior** written reports, inspections and disclosures (e.g., Transfer Disclosure Statement, supplemental disclosures) received by you at the time of your purchase and during your ownership relating to the Property.

Are you aware of any **oral/verbal** inspections/reports regarding the Property and/or the neighborhood that would adversely affect its desirability or value? If Yes, describe: \_\_\_\_\_

3. **CRACKS, SETTLEMENT, MOVEMENT, SLIPPAGE or INSTABILITY:**

A. Are you aware of past or present (including previously repaired) **CRACKS** in any of the following?  foundation  foundation jacks/pier supports/shims  steps  stairs  basement  crawl space  retaining walls  boundary walls  chimney  doorways  interior walls  exterior walls  ceilings  walkways  sidewalks  driveway  patio  floors  slabs  beams  OTHER: \_\_\_\_\_  
 Seller is not aware of any of the above.

B. Are you aware of past or present (including previously repaired) **SETTLEMENT, MOVEMENT, SLIPPAGE or INSTABILITY** in any of the following?  foundation  foundation jacks/pier supports/shims  steps  stairs  basement  crawl space  retaining walls  boundary walls  chimney  doorways  interior walls  exterior walls  ceilings  walkways  sidewalks  driveway  patio  floors  slabs  beams  OTHER: \_\_\_\_\_  
 Seller is not aware of any of the above.

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

4. **SOILS:**

A. To your knowledge, does there exist, or are you aware of, any history of the following?

	Your Property	Adjacent Properties
1. Landfill (of any material), grading, cut/fill, compaction .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
2. Other soils work: _____	YES <input type="checkbox"/>	YES <input type="checkbox"/>

B.  Seller is not aware of any of the above.

For each box checked, identify its location and provide a separate and detailed explanation. Provide all documentation.

C. Are you aware of any past or present problems and/or other issues relating to any of the items checked in 4A and/or any of the following?

	Your Property	Adjacent Properties
1. Seasonal expansion or contraction of clay or other types of soils .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
2. Landfill (of any material), grading, cut/fill, compaction .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
3. Settlement .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
4. Slippage/sliding, ground movement .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
5. Erosion .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
6. Other soils conditions or work: _____	YES <input type="checkbox"/>	YES <input type="checkbox"/>

D.  Seller is not aware of any of the above.

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

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Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/12/14

**5. SURFACE/SUB-SURFACE WATER/MOISTURE CONTROL:**

A. To your knowledge, does there exist, or are you aware of any history of, any of the following?

	Your Property	Adjacent Properties
1. Standing/ponding water .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
2. Flooding .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
3. Surface or subsurface streams, creeks, springs, aquifer .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
4. High water table .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
5. Water intrusion/persistent dampness .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
6. Drainage system, sub-drain/French drain/curtain drain.....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
7. Sump pump(s) .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
8. Sub-area/basement fan(s) .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
9. Dry well(s) .....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
10. Water run-off (to or from your property).....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
11. Other water issues _____	YES <input type="checkbox"/>	YES <input type="checkbox"/>

B.  Seller is not aware of any of the above.

C. Are you aware of any past or present problems/issues relating to any items checked in 5A?..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**6. INTERIOR ELEMENTS:** To your knowledge, does there exist, or are you aware of any history of, the following?

- A. Squeaking, sloping or out-of-level floors ..... YES  NO
- B. Stains, scratches, discoloration, warping, cupping, chipping, cracking, sponginess, water damage or other defects (including those covered by rugs or furnishings) relating to wood, tile, linoleum or any other flooring surface? ..... YES  NO
- C. Carpets that are damaged or defective (e.g., stains, spots, tears or odors)? ..... YES  NO
- D. Windows/doors that leak, stick or bind, are out of plumb, fail to latch, open/close with relative ease, or that otherwise fail to operate properly (continuously or seasonally)?..... YES  NO
- E. Windows/doors that are drafty and/or emit noise caused by wind? ..... YES  NO
- F. Glass in any window, skylight, door (including shower door), or other feature or component of the Property that is not "safety glass"? ..... YES  NO
- G. Glass in any window, skylight, door (including shower door), or other feature or component of the Property that is cracked, chipped or broken? ..... YES  NO
- H. Seal failure or other defect in any multi-pane, thermo-pane windows or skylights?..... YES  NO
- I. Shutters (interior), blinds and/or other window coverings that are damaged or defective (e.g., stains, spots, tears, odors, and/or malfunctions)? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**7. HEATING SYSTEM:**

A. Describe the type of heating system in the Property. (If there are multiple systems, account for each.)

forced air

- B. Have you ever used any supplemental heating devices (e.g., space heaters)?..... YES  NO
- C. Are you aware of any problems with or repairs to any aspect of the heating system? ..... YES  NO
- D. Are any bedrooms or other major rooms not directly served by the heating system? ..... YES  NO
- E. What is the approximate age of the heating system? Years: 0
- F. When was the heating system last serviced and by whom? Date: NA By \_\_\_\_\_

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**8. AIR CONDITIONING ("A/C"):**  Not Applicable (Property does not have A/C.)

A. Describe the type of A/C in the Property. (If there are multiple systems/zones, account for each.)

B. Are you aware of any problems with or repairs to any aspect the A/C?..... YES  NO

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Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/13/14

- C. Are any bedrooms or other major rooms not directly served by A/C?..... YES  NO
- D. What is the approximate age of existing A/C system(s)? Years: \_\_\_\_\_
- E. When was each A/C system(s) last serviced and by whom? Date: \_\_\_\_\_ By \_\_\_\_\_

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

9. ROOFS/GUTTERS/SIDING: Are you aware of any history of:

- A. Leaks in, from, or through the
  - 1. Roof of any structure at the Property? ..... YES  NO
  - 2. Decks or balconies that are roof surfaces? ..... YES  NO
  - 3. Siding, windows, skylights, gutters, downspouts, eaves or awnings?..... YES  NO
- B. Blockages in gutters and/or downspouts? ..... YES  NO
- C. Repair, restoration, replacement (full or partial) on the
  - 1. Roof of any structure at the Property? ..... YES  NO
  - 2. Decks or balconies that are roof surfaces? ..... YES  NO
  - 3. Siding, windows, skylights, gutters, downspouts, eaves or awnings?..... YES  NO
- D.  Seller is not aware of any of the above.

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

10. ELECTRICAL SYSTEMS, FIXTURES AND APPLIANCES: To your knowledge, does there exist, or are you aware of any history of any of, the following:

- A. Failure and/or repair of any electrical fixtures, devices or appliances? ..... YES  NO
- B. Dimming and/or flickering of lights? ..... YES  NO
- C. Blown fuses and/or tripped circuit breakers? ..... YES  NO
- D. Electrical repair, installation or other electrical work performed by you or by any other person, licensed or unlicensed, with or without a permit?..... YES  NO
- E. Photovoltaic/solar electrical generation?  Owned  Leased  Financed YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

11. TELEVISION/PHONE/ELECTRONICS:

- A. Your **phone** service is provided by:  Land line  Cellular  Satellite  Internet (e.g., VOIP)
  - Other \_\_\_\_\_  None
  - 1. Are you aware of any problems with wireless or other phone reception at the Property? ..... YES  NO
  - 2. Your service provider(s): \_\_\_\_\_
- \*\*\*\*Note: Not all areas are serviced by cell phone service providers.
- B. Is the Property equipped with an **integrated phone systems** (e.g., intercom, security systems, gates, or other functions)? ..... YES  NO
- C. Your **television** reception is provided by:  Cable  Satellite Dish  Antenna  Internet
  - Other \_\_\_\_\_  None
  - 1. Have you ever experienced any ongoing or recurring problems with your reception? ..... YES  NO
  - 2. Your service provider(s): \_\_\_\_\_
- D. Your **internet** service used at the Property is provided by:  Cable  Satellite Dish  Public WiFi
  - Other \_\_\_\_\_  None used at Property
  - 1. Have you ever experienced any ongoing or recurring problems with your connectivity? ..... YES  NO
  - 2. Your service provider(s): \_\_\_\_\_
- E. Is the Property wired for an **integrated multimedia system**? ..... YES  NO 
  - 1. Have you ever had problems with the installed wiring? ..... YES  NO
- F. Existing **security systems, services and/or devices**:
  - 1. Is the Property equipped with an alarm system? ..... YES  NO 
    - Leased  Owned  Auditory  "Central Station"
  - 2. Is the Property equipped with a video surveillance system?..... YES  NO
  - 3. Is the Property equipped with automatic security lighting system? ..... YES  NO

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Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/13/14

4. Is the Property equipped with electronically activated gates? ..... YES  NO   
5. Have you ever had problems with the any of the above? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**12. WATER SUPPLY/PLUMBING SYSTEMS (INCLUDING WATER, NATURAL GAS, AND PROPANE):**

- A. Are you aware of any past or present plumbing (including water, natural gas and propane problem)?..... YES  NO   
B. Has any repair, installation or work relating to water, natural gas or propane systems been undertaken at the Property?..... YES  NO   
C. To your knowledge, have any plumbed appliances (e.g., refrigerator ice maker/water dispenser, instant hot water) or other plumbing-related systems ever failed to operate properly? ..... YES  NO   
D. Are you aware of any past or present water pipe leakage or flooding in the interior of the Property?..... YES  NO   
E. Have you ever experienced;  
1. High or low water pressure problems at the Property? ..... YES  NO   
2. Any problem with water supply, purity, quality or taste? ..... YES  NO   
3. Excessive delays in drawing hot water to any faucet? ..... YES  NO   
4. Any rust, sediment or discoloration in your water? ..... YES  NO   
5. Any sinks, tubs and/or showers that drain slowly? ..... YES  NO   
F. Does the property have an operating:  
1. Water softener?  Owned  Leased  None ..... YES  NO   
2. Purification system?  Owned  Leased  None ..... YES  NO   
3. Hot water circulating system? ..... YES  NO   
G. Is your water supply fluoridated? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**13. WELL/PRIVATE WATER SYSTEM:**  Not Applicable  If Applicable attach PRDS Well/Private Water System Checklist

**14. SEWER SYSTEM:**  Not Applicable

- A. Have you had your waste or sewer lines snaked or rooted within the last 5 years? ..... YES  NO   
If yes: How many times? \_\_\_\_\_ When? \_\_\_\_\_ Service provider? \_\_\_\_\_  
B. 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   
C. Are you aware of any current government-imposed inspection, repair or upgrade requirement (e.g., sewer lateral tests) applicable to the Property? ..... YES  NO   
D. To your knowledge, is the Property equipped with any booster or other pump system related to the sewer system? ..... YES  NO   
E. Have you ever been notified or advised that your sewer line is offset, displaced, collapsing or in need of repair or replacement? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**15. SEPTIC SYSTEM:**  Not Applicable

"Septic System" as used herein includes the septic tank, leach lines, drain fields, and all related components.

- A. If you are aware of the material ( e.g., concrete, redwood, etc.) of which the septic tank is constructed, describe: \_\_\_\_\_  
B. Within the last five years, with what frequency has the septic tank been pumped? \_\_\_\_\_  
When was it last pumped? \_\_\_\_\_ By whom? \_\_\_\_\_  
C. Are you aware of any past or present blockage, backup, overflow or other failure of the Septic System? YES  NO   
If yes, explain where, when, and frequency. \_\_\_\_\_  
D. To your knowledge, is the Property equipped with any booster or other pump system related to the septic system? ..... YES  NO   
E. Are you aware of any previous repairs, replacements, relocations or expansions of the Septic System? YES  NO

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Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/10/14

- F. Have you ever been notified or advised that any part of your Septic System is in need of replacement or repair for present usage? ..... YES  NO
- G. Have you been informed by any advisory, notification, inspection report or other source that:
  - 1. The current Septic System may preclude or limit expansion of living space at the Property? ..... YES  NO
  - 2. Soils conditions may preclude or limit expansion of the Septic System? ..... YES  NO
- H. Are you aware of any present or contemplated governmental plans, measure, or requirements that:
  - 1. May require hook-up or conversion to a public sewer system? ..... YES  NO
  - 2. May require that the septic system be inspected, replaced or upgraded? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**16. LANDSCAPING/IRRIGATION:**

- A. Does the Property have:
  - 1. A sprinkler system?  Manual  Automatic  None
  - 2. A drip system?  Manual  Automatic  None
  - 3. Exterior landscape lighting? ..... YES  NO
  - 4. A pond, waterfall, or other decorative water-related feature? ..... YES  NO
  - 5. A play structure? If yes, describe below the anchoring mechanism ..... YES  NO
- B. Are you aware of any existing defects, deficiencies or malfunctions in any of the above? ..... YES  NO
- C. Are you aware of any repairs, modifications, or replacement to any of the above? ..... YES  NO
- D. Does any sprinkler direct (or has it directed) water onto any siding, window or other surface of the structure? ..... YES  NO
- E. Are you aware of any diseases or infestations affecting trees or other plantings at or near the Property? If yes, describe below, including any treatment. YES  NO
- F. Identify below the gardening service provider, cost, and frequency of service: Paulino Hernandez every week

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**17. SWIMMING POOL/SPA:  Not Applicable**

- A. Does the pool have a heating system?.  Gas  Electric  Solar  Other \_\_\_\_\_  None
- B. Does the spa have a heating system?.  Gas  Electric  Solar  Other \_\_\_\_\_  None
- C. When was the pool heater last utilized? \_\_\_\_\_ When was the spa heater last utilized? \_\_\_\_\_
- D. Identify the pool/spa service provider, cost, frequency, and date last serviced. \_\_\_\_\_
- E. Are you aware of past or present defects, deficiencies, or malfunctions regarding:  the pool and/or spa or related equipment  pool and/or spa surfaces  decking or coping  pool and/or spa alarms  lighting, ladders, slides or diving boards  pool and/or spa covers or enclosures  water leakage from the pool/spa
- F. Any repairs having been performed on the pool, spa, or related equipment? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**18. ANIMALS:** Are you aware of:

- A. The current or prior presence at the Property or in the neighborhood of:  cattle  horses  mountain lions/bobcats  feral or other cats  coyotes/wolves/dogs  bears  racoons/opossum/skunks  gophers/moles  bats  squirrels/other rodents  turkeys/chickens/ducks  crows/pigeons/hawks  snakes  frogs  ants/spiders/other insects  noise or odor-generating birds/other animals  other \_\_\_\_\_

For each box checked in Paragraph 18, provide detailed explanation.

- B. Pets or other animals at the Property? ..... YES  NO   
If yes, indicate the type or breed, number, and when they were present at the Property.
- C. Animal urine, feces, or spray coming in contact with any walls, flooring, carpets/pads or other interior surfaces? YES  NO

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Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/13/14

- D. Staining, spotting, discoloration, warping or any other damage to any walls, flooring, carpets/pads or other interior surfaces relating to animal urine, feces, or spray? ..... YES  NO
- E. Animal-related odors at the Property at any time of the year (e.g., during warm temperatures)? ..... YES  NO
- F. Ticks, fleas or other pet-related insect problems at the Property? ..... YES  NO
- G. Any treatment or process employed to eradicate pet-related odors, stains, or other problems? ..... YES  NO
- H. Animals/pets buried on the property? ..... YES  NO

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

**19. NEIGHBORHOOD CONDITIONS:**

- A. **NOISE:** Is noise related to any of the following noticeable at the Property?  vehicular traffic  railroad, train, light rail, BART, or other rail traffic  schools or parks  aircraft (Note: a city mandated disclosure(s) may be required)  construction activity  business, recreational, commercial or institutional facilities (e.g., daycare, religious, residential care)  entertainment complexes, amphitheaters or other venues  music, shouting, parties, sporting or other events  events, gatherings or traditions (e.g., parades, block parties, holiday decorations, sporting events)  neighbors  dogs, cats, birds or other animals  power lines, transformers, other electrical power equipment  air conditioner, other appliances, generators, or pool equipment  adjacent properties, common walls, floors, common areas (e.g., condominiums, PUD, etc.)  Other \_\_\_\_\_  None

- B. **OTHER NEIGHBORHOOD CONDITIONS:** Are you aware of any of the following, whether past or present, on or near the Property:

- 1. Issues related to:  in-home businesses  local businesses  schools  religious facilities  entertainment or sporting venues  traffic congestion  excess speed  hampered driveway ingress or egress  limited or congested on-street parking  periodic or seasonal limited parking or traffic congestion  loitering  Other \_\_\_\_\_  None
- 2. Is the Property situated on or near a bus route? ..... YES  NO
- 3. Any ongoing, planned or proposed construction at, on, or within any neighboring property or public facility or right of way? ..... YES  NO
- 4. Odors in the neighborhood that have been noticeable at the Property? ..... YES  NO
- 5. Neighborhood litter or debris that reflects on or otherwise affects the Property? ..... YES  NO
- 6. Burglaries, assaults or other crimes in the neighborhood? ..... YES  NO
- 7. Property or neighborhood conditions or circumstances beyond those referred to above that might reasonably affect the value or desirability of the Property? ..... YES  NO
- 8. Any complaints to police or other governmental authorities regarding any neighborhood condition?.. YES  NO

If yes, explain in detail and provide all documents: \_\_\_\_\_

**20. ENVIRONMENTAL ISSUES:** Are you aware of any of the following, whether past or present, on or near the Property?

- A. Asbestos (e.g., in sprayed ceiling materials, furnace ducting, etc.)? ..... YES  NO
- B. Mold, fungus or spores? ..... YES  NO
- C. Environmental inspections or tests? ..... YES  NO
- D. Odors, whether persistent, recurrent, occasional or seasonal? ..... YES  NO
- E. 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? ..... YES  NO
- F. Above-ground or underground storage tank for the purpose of storing of heating oil, gasoline/diesel or any other fluid? ..... YES  NO
- G. The disposal, leakage or spills of motor oil, heating oil, solvents or other hazardous chemicals or substances from storage tanks or other sources? ..... YES  NO
- H. The removal of any storage tank? ..... YES  NO

For each box checked in Paragraph 20, describe the circumstances and the present status and details of any remediation or cleanup, including the date and any public agency involvement; and provide all permits and documentation.

**21. GOVERNMENTAL ISSUES:** Are you aware of any of the following, whether past or present, on or applicable to the Property?

- A. The existence or pendency of any applicable rent control ordinance? ..... YES  NO
- B. Bonds, fees or assessments, current or proposed, that do not appear on the Property Tax bill? ..... YES  NO
- C. Restrictions on use of the Property other than those imposed by zoning laws or CC&Rs? ..... YES  NO

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Property: 367 Encina Avenue, Redwood City, CA 94061

Date: 1/13/11

- D. Existing or contemplated building or other moratoria (e.g., single story overlays) that would apply to the Property? ..... YES  NO
- E. Notice or investigation of violation initiated by any governmental authority currently pending or contemplated? YES  NO
- F. The existence or pendency of any stop work order, order to abate or notice of code or other violation or dangerous condition?..... YES  NO
- G. Government-imposed requirement or order that brush, trees, grass or other vegetation at the Property be cleared or that flammable materials be removed? ..... YES  NO
- H. Government-mandated tree (or other landscaping) planting, removal, replacement, or cutting restrictions? ..... YES  NO
- I. Ongoing or contemplated eminent domain, condemnation or annexation process or proceedings?... YES  NO
- J. Current or contemplated construction, reconfiguration, conversion or closure of any nearby schools? ... YES  NO
- K. Current or contemplated construction, reconfiguration or closure of nearby roadways, traffic signals or signs? ..... YES  NO
- L. Current or contemplated construction, reconfiguration or closure of nearby parks/recreational facilities? YES  NO
- M. Is the Property situated in an unincorporated area of the County? ..... YES  NO

If yes is entered as to any of the above, explain in detail and provide all documents: \_\_\_\_\_

**22. TITLE/OWNERSHIP/LITIGATION:**

- A. Are you aware of:
  - 1. Any use of the Property or a portion of the Property by a non-owner (e.g., as a pathway, driveway, landscaping, etc.)?..... YES  NO
  - 2. Any claim by a non-owner as to an ownership interest or right to possess or use the Property or.. any part of the Property (e.g., license, prescriptive easement)?..... YES  NO
  - 3. Current or contemplated legal proceedings (e.g., probate, trust, guardianship, quiet title, specific performance)? ..... YES  NO
  - 4. Perimeter fences, walls or other constructed or natural borders relating to the Property that may be situated off the true Property line? ..... YES  NO
  - 5. Encroachment from a neighboring property onto the subject Property or from the subject Property onto a neighboring property (e.g., fences, walls, structures or other improvements)? ..... YES  NO
  - 6. Any lease or rental agreement that is, or is claimed to be, currently in effect? ..... YES  NO
- B. Is access to the Property a shared driveway or private road?..... YES  NO 
  - 1. If yes, indicate whether there are any agreements relating to use, ownership or maintenance. (If written, provide copy or if oral, describe below.)
  - 2. Have there been any disputes, disagreements or failures to perform? ..... YES  NO
- C. Do you have or intend to utilize a power of attorney in conjunction with the sale of the Property?..... YES  NO

If yes is entered as to any of the above, explain in detail and provide all documents: \_\_\_\_\_

**23. HOMEOWNER'S INSURANCE COVERAGE AND CLAIMS HISTORY:**

- A. Within the past five years have there been any insurance claims made by you or anyone else relating to the Property? If yes, identify the following as to each claim (use additional pages, if necessary): ..... YES  NO 
  - Name of Claimant \_\_\_\_\_ Insurance Company \_\_\_\_\_
  - Policy Number \_\_\_\_\_ Approximate Date of Claim \_\_\_\_\_
  - Nature of the claim, and how resolved, if known \_\_\_\_\_
- B. Within the past five years has any insurance company refused to issue or renew any policy of insurance relating to the Property? If yes, please indicate the following (use additional pages, if necessary): ..... YES  NO 
  - Approximate date of such refusal \_\_\_\_\_ Insurance Company \_\_\_\_\_
  - 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? ..... YES  NO

If yes is entered as to any of the above, explain in detail and provide all documents: \_\_\_\_\_

**24. GENERAL:** Are you aware of:

- A. Any of the following having been filled in, removed, abandoned or not in use at the Property?  pool/spa  pond  septic tank/pit  leach line/field  oil, gas or water tank  well  related equipment  None
- B. Any fire, interior or exterior (including chimney flue fire), having ever occurred at the Property? ..... YES  NO

Seller's Initials (Ag) (mf)

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



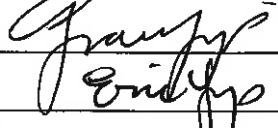
Property: 367 Encina Avenue, Redwood City, CA 94061 Date: 1/13/14

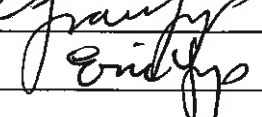
- C. Any appliances or any electrical, plumbing or other systems (e.g., heating/A/C, etc.) or any areas of the Property that have not been used within the past twelve months? ..... YES  NO
- D. Any exterior locks without keys? If yes, identify below ..... YES  NO
- E. A notice of default recorded against the Property? ..... YES  NO
- F. Whether the Property is presently subject or soon to be made subject to the jurisdiction of the federal bankruptcy court? ..... YES  NO
- G. The Property being designated as "historic"? ..... YES  NO
- H. Any death, natural or otherwise, having occurred anywhere on the Property within the past three years? YES  NO

If yes is entered as to any of the above, explain in detail and provide all documents: \_\_\_\_\_

**25. ADDITIONAL INFORMATION NOT OTHERWISE DISCLOSED ABOVE (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 1/13/14 Seller Grace Yip Seller   
(print name) (print name)

Date 1/13/14 Seller Eric Yip Seller   
(print name) (print name)

Buyer hereby acknowledges receipt of a copy of this document:

Date \_\_\_\_\_ Buyer \_\_\_\_\_ Buyer \_\_\_\_\_  
(print name) (print name)

Date \_\_\_\_\_ Buyer \_\_\_\_\_ Buyer \_\_\_\_\_  
(print name) (print name)





www.prdsforms.com

# PRDS® LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGMENT

Revision Date 1/11



This Disclosure applies to the Real Estate  Purchase  Lease/Rental Contract ("Contract") for 367 Encina Avenue

City of Redwood City County of San Mateo, California ("Property").

### LEAD WARNING STATEMENT

**PURCHASE AND SALE:** 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 intelligence 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 hazards is recommended prior to purchase.

**LEASE:** 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 a federally approved pamphlet on lead poisoning prevention.

#### 1. SELLER/LESSOR DISCLOSURE

- a) Seller/Lessor has *no knowledge* of lead-based paint and/or lead-based paint hazards at the Property *other than as follows:* \_\_\_\_\_ (use additional sheet, if necessary)
- b) Seller/Lessor has *no reports or records* pertaining to lead-based paint and/or lead-based paint hazards at the Property that have been received by Buyer/Lessee or are provided as an attachment (please list reports), other than as follows: \_\_\_\_\_ (use additional sheet, if necessary)
- c) Buyer/Lessee has received, or is receiving as an attachment hereto, the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent booklet approved for Federal and State use.
- d) Sales Transactions Only: Buyer shall have ten days from Acceptance (unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date 1/13/14 Seller/Lessor: \_\_\_\_\_ (SIGNATURE) Grace Yip (PRINTED NAME)  
 Date 1/13/14 Seller/Lessor: \_\_\_\_\_ (SIGNATURE) Eric Yip (PRINTED NAME)

#### 2. ACKNOWLEDGMENT BY AGENT FOR SELLER/LESSOR

Agent has informed Seller/Lessor of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of said Agent's duty 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.

Date: 1/13/14 Seller's/Lessor's Agent: \_\_\_\_\_ (SIGNATURE)  
 Print Name: Loren Dakin Company Name: Coldwell Banker

#### 3. BUYER/LESSEE ACKNOWLEDGMENT

- a) I (we) have received the "Lead Warning Statement" above.
- b) I (we) have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for Federal and State use.
- c) Sales Transactions Only: Buyer acknowledges a right (exercisable within ten days of Acceptance, unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: \_\_\_\_\_ Buyer/Lessee: \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)  
 Date: \_\_\_\_\_ Buyer/Lessee: \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)

#### 4. ACKNOWLEDGMENT BY AGENT FOR BUYER/LESSEE

Agent has informed Seller/Lessor (through Seller's/Lessor's Agent, if the Property is listed), of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of the duty of Agent for Buyer/Lessee 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.

Date: \_\_\_\_\_ Buyer's/Lessee's Agent: \_\_\_\_\_ (SIGNATURE)  
 Print Name: \_\_\_\_\_ Company Name: \_\_\_\_\_



**COUNTY AND MUNICIPAL WEBSITES**

County and municipal websites can be a useful source of information about their communities including, but not limited to, representatives, services, ordinances, demographics and local news. These websites may also have links to other resources such as other governmental agencies, non-profit community based organizations, and for-profit entities. While these links are provided for your convenience in accessing the information you seek, this Advisory does not warrant or guarantee the accuracy of the information provided by these sites and resources.

**COUNTY OF SAN MATEO:** <http://www.co.sanmateo.ca.us/>

**CITIES AND TOWNS WITHIN SAN MATEO COUNTY:**

Town of Atherton: <http://www.ci.atherton.ca.us/>  
 City of Belmont: <http://www.belmont.gov/>  
 City of Brisbane: <http://www.ci.brisbane.ca.us/>  
 Township of Broadmoor: website unknown  
 City of Burlingame: <http://www.burlingame.org/>

**CITIES AND TOWNS WITHIN SAN MATEO COUNTY (cont.):**

Town of Colma: <http://www.colma.ca.gov/>  
 City of Daly City: <http://www.dalycity.org/>  
 City of East Palo Alto: <http://www.ci.east-palo-alto.ca.us/>  
 City of Foster City: <http://www.fostercity.org/>  
 City of Half Moon Bay: <http://ci.half-moon-bay.ca.us/>  
 Town of Hillsborough: <http://www.hillsborough.net/>  
 City of Menlo Park: <http://www.ci.menlo-park.ca.us/>  
 City of Millbrae: <http://www.ci.millbrae.ca.us/>  
 City of Pacifica: <http://www.cityofpacifica.org/>  
 Town of Portola Valley: <http://www.portofavalley.net/>  
 City of Redwood City: <http://www.ci.redwood-city.ca.us/>  
 City of San Bruno: <http://sanbruno.ca.gov/>  
 City of San Carlos: <http://www.cityofsancarlos.org/>  
 City of San Mateo: <http://www.ci.sanmateo.ca.us/>  
 City of S. San Francisco: <http://www.ci.ssf.ca.us/>  
 Town of Woodside: <http://www.woodsideside.org/>

**COUNTY OF SANTA CLARA:** <http://www.sccgov.org>

**CITIES AND TOWNS WITHIN SANTA CLARA COUNTY:**

City of Campbell: <http://www.ci.campbell.ca.us/>  
 City of Cupertino: <http://www.cupertino.org/>  
 City of Gilroy: <http://www.cityofgilroy.org/cityofgilroy/>  
 City of Los Altos: <http://www.ci.los-altos.ca.us/>  
 Town of Los Altos Hills: <http://www.losaltoshills.ca.gov/>

**CITIES AND TOWNS WITHIN SANTA CLARA COUNTY (cont.):**

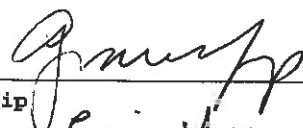

Town of Los Gatos: <http://www.town.los-gatos.ca.us/>  
 City of Milpitas: <http://www.ci.milpitas.ca.gov/>  
 City of Monte Sereno: <http://www.montesereno.org/>  
 City of Morgan Hill: <http://www.morgan-hill.ca.gov/>  
 City of Mountain View: <http://www.ci.mtnview.ca.us/>  
 City of Palo Alto: <http://www.cityofpaloalto.org/>  
 City of San Jose: <http://www.sanjoseca.gov/>  
 City of Santa Clara: <http://santaclaraca.gov/>  
 City of Saratoga: <http://www.saratoga.ca.us/>  
 City of Sunnyvale: <http://www.sunnyvale.ca.gov/>

**SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:**

1. Brokers do not warrant or guarantee the condition of the Property and shall not be responsible for any undisclosed facts regarding the condition of the Property;
2. Brokers have no duty to inspect and will not inspect (a) any areas of the Property that are not reasonably and normally accessible to Broker; (b) any areas that are located offsite of the Property, (c) common areas, (d) public records or permits of any kind regarding the state of title or the use of the Property, or (e) any matter affecting or relating to the Property that is described in this Advisory;
3. Brokers have not verified square footage or size of structures or land, boundary lines of the Property, representations made by others (including but not limited to Sellers), information contained in inspection reports, the Multiple Listing Service, or in advertisements, flyers or other promotional material, or any other matters described in this Advisory, unless otherwise agreed in writing;
4. Brokers do not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of Buyers and/or Sellers and do not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by Sellers or by others. Sellers and Buyers may select any professionals that they choose to retain; and
5. Brokers are not qualified to give legal, tax, insurance or title advice, therefore Sellers and Buyers should consult the appropriate professionals for such advice.

This document may be signed in counterparts.

**BY SIGNING BELOW, BUYERS AND SELLERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS 14 PAGE ADVISORY.**

DATE: 1/13/14 SELLER   
 Grace Yip  
 DATE: 1/13/14 SELLER   
 Eric Yip  
 DATE: \_\_\_\_\_ BUYER \_\_\_\_\_  
 DATE: \_\_\_\_\_ BUYER \_\_\_\_\_

# Residential Earthquake Hazards Report (2005 Edition)

NAME	ASSESSOR'S PARCEL NO.
367 Encina Avenue	059-111-190
STREET ADDRESS	YEAR BUILT
Redwood City / San Mateo County	1930
CITY AND COUNTY	ZIP CODE
	94061

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"/>	47
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48
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"/>	51
• 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"/>	52
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"/>	54
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"/>	56
• 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"/>	57
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 checked="" type="checkbox"/>	<input type="checkbox"/>	58
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"/>	60
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					70
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					70

*To be reported on the  
Natural Hazards Disclosure  
Report*

Keep your copy of this form for future reference

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

[Signature]  
(Seller)

[Signature]  
(Seller)

1/13/14  
Date

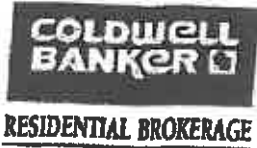
I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer)

(Buyer)

Date

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



**ACKNOWLEDGMENT OF RECEIPT OF  
Homeowner's Guide to Earthquake Safety  
Residential Environmental Hazards  
Protect Your Family From Lead  
What is Your Home Energy Rating**

**Property:** 367 Encina Avenue, Redwood City

**Seller:** Eric Yip and Grace Yip

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

Regarding the purchase and sale of the above indicated property. The undersigned acknowledge receipt of the attached pamphlets:

- Homeowner's Guide to Earthquake Safety
- Residential Environmental Hazards: A Guide For Homeowners, Homebuyers, Landlords and Tenants
- Protect Your Family From Lead In Your Home
- California Energy Commission: What is Your Home Energy Rating

**Date:** 1/13/14

**Seller:** *Grace Yip*

**Date:** 1/13/14

**Seller:** *Eric Yip*

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

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

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

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

# Residential Earthquake Hazards Report (2005 Edition)

NAME	ASSESSOR'S PARCEL NO.
367 Encina Avenue	059-111-190
STREET ADDRESS	YEAR BUILT
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CITY AND COUNTY	ZIP CODE
	94061

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"/>	47
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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"/>	56
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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"/>	60
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					70
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					70

*To be reported on the  
Natural Hazards Disclosure  
Report*

Keep your copy of this form for future reference

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

[Signature]  
(Seller)

[Signature]  
(Seller)

1/13/14  
Date

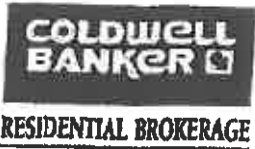
I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

\_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
(Buyer)

\_\_\_\_\_  
Date

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



**ACKNOWLEDGMENT OF RECEIPT OF  
Homeowner's Guide to Earthquake Safety  
Residential Environmental Hazards  
Protect Your Family From Lead  
What is Your Home Energy Rating**

**Property:** 367 Encina Avenue, Redwood City  
**Seller:** Eric Yip and Grace Yip  
**Buyer:** \_\_\_\_\_

Regarding the purchase and sale of the above indicated property. The undersigned acknowledge receipt of the attached pamphlets:

- Homeowner's Guide to Earthquake Safety
- Residential Environmental Hazards: A Guide For Homeowners, Homebuyers, Landlords and Tenants
- Protect Your Family From Lead In Your Home
- California Energy Commission: What is Your Home Energy Rating

**Date:** 1/13/14      **Seller:** *Grace Yip*  
**Date:** 1/13/14      **Seller:** *Eric Yip*  
**Date:** \_\_\_\_\_      **Buyer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_      **Buyer:** \_\_\_\_\_



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

*[Signature]*  
Countersigned



Chicago Title Company

BY *[Signature]* President

ATTEST *[Signature]* Secretary

Received By Buyer/s - 21pgs Read-Understood-Approved	
_____/_____/_____ Initials	_____/_____/_____ Date

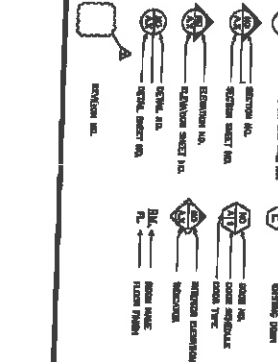
# GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.
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- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.

# SCOPE OF WORK

- 1. 1ST FLOOR RENOVATION
- 2. 2ND FLOOR RENOVATION
- 3. 3RD FLOOR RENOVATION
- 4. 4TH FLOOR RENOVATION
- 5. 5TH FLOOR RENOVATION
- 6. 6TH FLOOR RENOVATION
- 7. 7TH FLOOR RENOVATION
- 8. 8TH FLOOR RENOVATION
- 9. 9TH FLOOR RENOVATION
- 10. 10TH FLOOR RENOVATION

# SYMBOLS



# BLDG DATA

**BLDG DATA**

**SITE DATA**

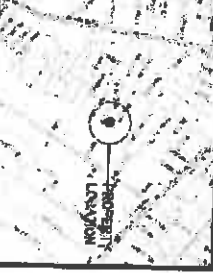
OWNER	LO'S RESIDENCE
DESIGNER	RCUSA CORPORATION
DATE	03/05/23
PROJECT NO.	1020130001
NO. OF SHEETS	18
NO. OF SHEETS USED	1

**GENERAL NOTES**

1. REFER TO ALL NOTES ON ALL SHEETS FOR THE PROJECT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDWOOD CITY AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FOR THE PROPOSED WORK.

# VICINITY MAP



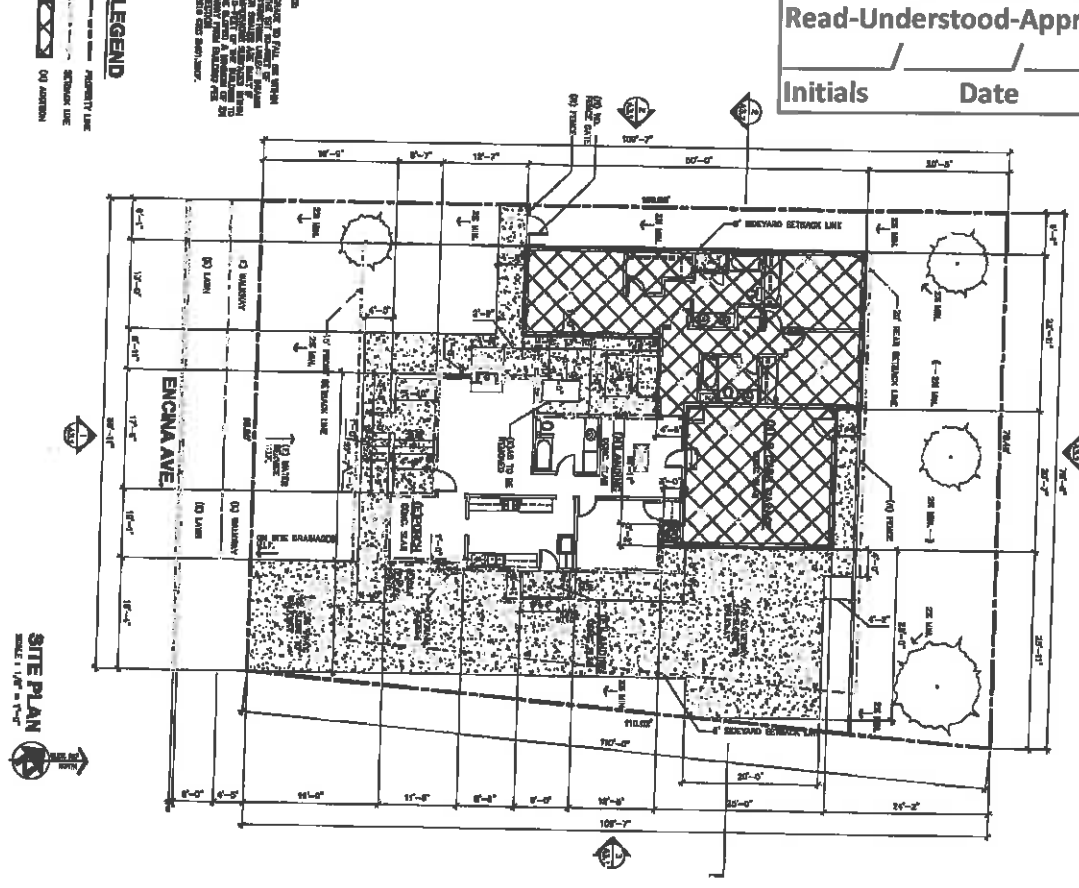
# SHEET INDEX

NO.	DESCRIPTION
1	TITLE SHEET & SITE PLAN
2	1ST FLOOR DEMO PLAN
3	PROPOSED 1ST FLOOR PLAN
4	PROPOSED ROOF PLAN
5	ELEVATIONS
6	ELEV., SEC., ROOF REF. & VENT CAL
7	PROPOSED 1ST FLOOR REF. PLAN
8	TITLE 24 ENGINE REPORT
9	STRUCTURAL
10	GENERAL NOTES & DETAILS
11	DETAILS
12	FOUNDATION PLAN
13	ROOF FINISHING PLAN
14	SECTION

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Read-Understood-Approved


\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Initials                      Date

# LO'S RESIDENCE RENOVATION 367 ENCINA AVE., REDWOOD CITY CA 94061-3713



<b>Lo's Residence Renovation and Addition</b> 367 Encina AVE., Redwood City, CA			<b>RCUSA CORPORATION</b>
DATE: 03/05/23 BY: (Signature) CHECKED: (Signature)		1020130001 1020130001 1020130001	
TITLE SHEET & SITE PLAN		SHEET NO. 1 OF 18	



Community Development Department Building Inspection & Code Enforcement Services		1017 Middlefield Road Redwood City, CA 94063 Main: (650) 780-7350 Fax: (650) 780-7348	COMBINATION ADDITION/RES 1017 Middlefield Road, P.O. Box 391 Redwood City, CA 94064 6507807350	Applied Date: 3/26/2013  Entered By: SCN  Permit No.: B13-0584									
Site Address:	367 ENCINA AVE REDWOOD CITY, CA 94061-3713	Site APN:	059111190										
Site SubDivision:	7 OAKWOOD	Site Block:	131										
Site Lot:	6107	Job Value:	\$121,389.00										
Site Tract:	0	Permit Status:	FINALED										
Description of Work: new addition and remodel	Applicant: RAYS BUILDERS Address: 333 HERMA CT San Leandro CA 94577 Phone: (415) 748-8449												
	Owner: DANIEL NG Address: PO BOX 51192 PALO ALTO CA 94303 Phone: (650) 867-2554												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Amount</th> <th style="width:30%;">Receipt #</th> <th style="width:40%;">Paid Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">PLAN CHECK FEES \$698.08</td> <td>PMT4756</td> <td>03/26/2013</td> </tr> <tr> <td style="text-align: right;">RESIDENTIAL ADDITION PERMIT FEES \$1,553.7</td> <td>PMT5375</td> <td>05/17/2013</td> </tr> </tbody> </table>					Amount	Receipt #	Paid Date	PLAN CHECK FEES \$698.08	PMT4756	03/26/2013	RESIDENTIAL ADDITION PERMIT FEES \$1,553.7	PMT5375	05/17/2013
Amount	Receipt #	Paid Date											
PLAN CHECK FEES \$698.08	PMT4756	03/26/2013											
RESIDENTIAL ADDITION PERMIT FEES \$1,553.7	PMT5375	05/17/2013											
<b>TOTAL FEES</b>	<b>\$2,251.85</b>												
<b>TOTAL FEES PAID</b>	<b>\$2,251.85</b>												
<b>TOTAL FEES DUE</b>	<b>\$0.00</b>												

\*B13-0584\*

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_____ Initials	_____ Date



**Prepared For:** Grace and Eric Yip

**Property Address:** 367 Encina Ave  
Redwood City, CA 94061

**Inspector:** Dan McPhee  
**Company:** Dan McPhee  
dba WIN Home Inspection San Mateo  
(650) 375-0400  
dmcphree@wini.com

**Services Included in this Report:**

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Extended Home Inspection

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**WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT**

Building No. Street, City, Zip		Date of Inspection	Page
367 ENCINA AVE , REDWOOD CITY, CA 94061		1/7/2014	1
<b>TERMINIX INTERNATIONAL, BRANCH #2223</b> <b>5860 W LAS POSITAS BLVD STE 19</b> <b>PLEASANTON, CA 94588</b> <b>PH: (408) 283-0492 Fax:</b>			
Firm Registration No.	PR 0801	Report No.	5003-0237340
Escrow No.		Report Sent To:	
Ordered By:	Property Owner/Party of Interest:		
GRACE AND ERIC YIP 367 ENCINA AVE REDWOOD CITY, CA 94061	GRACE AND ERIC YIP 367 ENCINA AVE REDWOOD CITY, CA 94061		
COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
General Description:		Inspection Tag Posted:	
One story, single family dwelling, attached garage, occupied and furnished.		Entrance to subarea.	
		Other Tags Posted:	
		None noted.	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites <input checked="" type="checkbox"/>	Drywood Termites <input checked="" type="checkbox"/>	Fungus/Dryrot <input checked="" type="checkbox"/>	Other Findings <input checked="" type="checkbox"/> Further Inspection <input type="checkbox"/>
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.			

**(PLEASE SEE THE GRAPH DIAGRAM ON THE FOLLOWING PAGE)**

Inspected By DAN SU

License No. OPR12289

Signature: 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen St. Suite 1500, Sacramento CA. 95815.

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. 43M-41 (Rev. 10/01)

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Initials	Date



What is your

# Home **ENERGY RATING**

**know before you buy or sell**

**Lower your energy bills**

**Enjoy a safer, more comfortable  
and durable home**

**Reduce your impact on the environment**

**Increase your home's sales appeal  
and appraisal value**

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\_\_\_\_/\_\_\_\_/\_\_\_\_  
Initials                      Date

# C.L.U.E.® Home Seller's Disclosure Report

**Property Address:** 367 ENCINA AVE,  
REDWOOD CITY, SAN MATEO County, CA

**APN:** 059-111-190  
**Report Date:** 12/04/2013  
**Report Number:** 1440842

The C.L.U.E.® Home Seller's Disclosure 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: 367 ENCINA AVE,  
REDWOOD CITY, CA 94061

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, LexisNexis® Risk Solutions.

For additional information **PROPERTY OWNER ONLY** may contact:

LexisNexis® Consumer Center (5 a.m. to 4 p.m. Pacific Time)  
Telephone: 1-888-497-0011 (Press '2' and wait for a Customer Service Rep)

Or, visit the LexisNexis® Customer Help Website at:  
<https://personalreports.custhelp.com>

**Your LexisNexis® Customer Reference Number is: 13338171802315**

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_____/_____/_____ <b>Initials</b>	_____/_____/_____ <b>Date</b>

## Residential Agent Page



### General Property Information

**367 ENCINA AVENUE, Redwood City 94061**

Class: **Single Family Residential**  
 Area: **Horgan Ranch Etc. (332)**  
 County: **SAN MATEO COUNTY**  
 Complex:  
 Beds: **4** Baths: **3 (3/0)**  
 Approx SqFt: **1,913 (Seller (Unverified))**  
 Approx Lot: **8,030 Sqft (Assessor)**  
 Built/Age: **1930(Assessor)/84**  
 Parcel #: **059-111-190**  
 Comm: **2.5% Standard**  
 List Agree: **Exclusive Right to Sell(ER), Full Service**

Status: **Active**  
 Orig Price: **\$1,199,000**  
 List Price: **\$1,088,000**

MLS #: **81402255**  
 List: **01/24/2014**  
 Original: **01/24/2014**  
 Sale:  
 COE:  
 Expires: **04/03/2014**  
 Off Mrkt:  
 DOM: **35**  
 Green doc: **No**  
 Walk Score: **46**

Remarks: **This stunningly remodeled and expanded home is located on a quiet cul-de-sac in Redwood City. The home offers four bedrooms and three bathrooms including a master with walk-in closet. The gourmet kitchen features s/s appliances and plentiful cabinet space adjacent to the dining area for easy entertaining. Additionally, there is a bonus room/TV room. The home offers 1913+/-sf on a 8030+/-sf lot.**

Private: **Disclosures available at LorenDakin.com. Vacant and easy to show.**

Map: [Management Info](#)

X-street: **Carlos Avenue** HOA Fee:  
 Barclay: HOA Nm:  
 Thomas: **790/C2** HOA Ph:

[Schools/Districts](#)

Elem: **/Redwood City Elementary**  
 Middle:  
 High: **/Sequoia Union High**

[Showing Information:](#)

Owner:  
 Occup By: **Vacant** Phone:  
 Instruction: **Go Direct, Supra iBox Bluetooth**

[Tour Information](#)

Tour 1: **01/28/2014** Assoc 1: **SAMCAR - San Mat**  
 Tour 2:  
 Assoc 2:  
 Remarks: **Recently expanded and remodeled 4bd/3ba, 1913SF on 8030SF lot. Must see.**

### Features

Bathroom: **Tub in Master Bedroom, 2 or More Showers over Tubs, 1 Stall Shower, 2 or More Tubs**  
 Bedroom: **1 Master Bedroom Suite**  
 Cooling: **No Cooling** Exterior: **Stucco Exterior**  
 Heating: **Central Forced Air Heat** Foundation: **Concrete Perimeter**  
 Fam Room: **No Family Room** Garage/Pk: **Attached, Electric Door or Gate Opener, 2 Car Garage, Off Street Parking**  
 Fireplace: **Fireplace in Living Room, Wood Burning Fireplace** Pool Desc:  
 Type: **Detached Single Family** Water: **City/Public Water**  
 List Incl: **1 Dishwasher, 1 Refrigerator, Built-In Oven**

### Contact Information

List Agent: **Loren Dakin**  
 LA Lic #: **01030193**  
 List Office: **Coldwell Banker-Menio Park Santa Cruz**

Pref Ph: **650-714-8662** Pref Fax:  
 Email: **loren@lorendakin.com**  
 Office Ph: **650-323-7751** Office Fax: **650-329-9450**

The above information is deemed to be accurate but not guaranteed.

<b>Received By Buyer/s -1pg</b>	
<b>Read-Understood-Approved</b>	
_____/_____/_____ Initials	_____/_____/_____ Date



Statutory Natural Hazard Disclosure Statement and Acknowledgment of Receipt

Address: 367 ENCINA AVE, REDWOOD CITY, SAN MATEO COUNTY, CA 94061 ("Property"), APN: 059-111-190

The Transferor and his or her agent(s) or a third-party consultant 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.

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 \_\_\_ No X \_\_\_ 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. TRANSFEEE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller (Transferor) Date Signature of Seller (Transferor) Date Signature of Agent Date 1/13/14 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). [X] 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) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. Date 12/04/2013 Rept. No. 1440842

- Transferee represents that he or she has read and understands this document. I (We) also have read and understand the additional disclosures and notices herein: A. Additional State-required Disclosures - Refer to Report: (1) COMMERCIAL/INDUSTRIAL USE ZONE, (2) FORMER MILITARY ORDNANCE SITE, (3) AIRPORT INFLUENCE AREA, (4) RIGHT TO FARM NOTICE, (5) NOTICE OF MINING OPERATIONS, (6) SEX OFFENDER DATABASE (Megan's Law), (7) GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINE DATABASE, (8) SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT DISTRICT JURISDICTION (in S.F. Bay Counties only), (9) CALIFORNIA ENERGY COMMISSION ZONE REQUIREMENTS. B. Additional City and County General Plan Hazard Disclosures as applicable - Refer to Report: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Sea Level, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami. C. General Advisories - Refer to Report: Methamphetamine Contamination, Mold, Radon, Endangered Species, Abandoned Mines, Oil & Gas Wells, Tsunami Maps. D. Additional Reports - Enclosed if ordered. Refer to Report: (1) PROPERTY TAX REPORT (includes State-required NOTICES OF MELLO-ROOS & 1915 BOND ACT ASSESSMENTS and NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL), (2) ENVIRONMENTAL HAZARD REPORT, (3) INSURANCE CLAIMS HISTORY REPORT (C.L.U.E. Home Sellers Disclosure Report). E. Government Guides in Combined Booklet with report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowner's Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) "WHAT IS YOUR HOME ENERGY RATING?" Government Guides are also available on the Company's "Electronic Bookshelf" at http://www.disclosures.com/

NOTES: (1) This product includes the Natural Hazard Disclosure Report. Additional reports are included only if ordered. (2) Any Addenda are local disclosures and advisories (where applicable) which JCP-LGS provides as an accommodation at the request of the local real estate board and SIGNATURES MAY BE REQUIRED. (3) The representations in this Natural Hazard Disclosure Statement do not constitute all of the Transferor's or Agent's disclosure obligations in this transaction.

Signature of Buyer (Transferee) Date Signature of Buyer (Transferee) Date



**Date:** January 13, 2014

**Listing Agent/s:** Loren Dakin, Coldwell Banker Real Estate

**Property:** 367 Encina Avenue, Redwood City, CA 94061

**Regarding:** Previous Reports and/or Disclosures

**The following reports and/or disclosures have been provided from a previous transaction/s and may not be complete.**

**The information mentioned below has a total of 66 pages.**

Transfer Disclosure Statement – 11/05/2012

Supplemental Seller’s Checklist – 11/20/2012

Coastside Termite Inspection – 01/17/2013

Eagle One Services Property Inspection – 01/17/2013

The undersigned Buyer(s) acknowledges receipt of all of the above listed documents.

**Received by:**

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

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

**Agent** \_\_\_\_\_ **Date** \_\_\_\_\_





PRDS® REAL ESTATE TRANSFER DISCLOSURE ("TDS") (Page 1 of 3 - Revised 11/11)



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Redwood City, COUNTY OF San Mateo, STATE OF CALIFORNIA, DESCRIBED AS 167 Encina Avenue. 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) 11/20/12. 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, earthquakes, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:

II. SELLER'S INFORMATION:

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

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

Seller is/is not occupying the property.

A. The subject property has the items checked below (read across):

- Range, Dishwasher, Washer/Dryer Hookups, Burglar Alarms, T.V. Antenna, Central Heating, Wall/Window Air Conditioning, Septic Tank, Patio/Decking, Sauna, Hot Tub, Locking Safety Cover\*, Security Gate(s), Garage: Attached, Pool/Spa Heater: Gas, Water Heater: Gas, Water Supply: City, Gas Supply: Utility, Window Screens, Oven, Trash Compactor, Smoke Detector(s), Carbon Monoxide Device(s)\*, Satellite Dish, Central Air Conditioning, Sprinklers, Sump Pump, Built-In Barbeque, Microwave, Garbage Disposal, Rain-Gutters, Fire Alarm, In-room, Evaporator Cooler(s), Public Sewer System, Water Softener, Gazebo, Spa, Locking Safety Cover\*, Number of Remote Controls, Carport, Electric, Private Utility or Other, Water-Conserving Plumbing Fixtures, Window Security Bars, Quick Release Mechanism on Bedroom Windows\*

[\*See related note, page 2]

Exhaust Fan(s) in Gas Starter, 220 Volt Wiring In, Roof(s): Type, Fireplace(s) in, 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):

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials (S)

Buyer's Initials (B)

Previous Disclosures and Reports Received By Buyer/s - 66pgs Read-Understood-Approved Initials Date