



WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE

Subject Property Address:

WATER HEATER BRACING, ANCHORING, OR STRAPPING STATEMENT:

___ Check here if not applicable

California Health and Safety Code Section 19211 requires all owners of new and replacement water heaters and existing residential water heaters to brace, anchor, or strap water heaters to resist falling or horizontal displacement due to earthquake motion. There are no exceptions to this requirement, however although not specifically stated, the statement of compliance statute does not appear to apply to a properly installed and bolted tankless water heater since there is no tank that can overturn; strapping kits for such devices are not readily available; and bolting (to avoid displacement or breakage in an earthquake) would already exist in a tankless device.

In addition to State law, the parties are advised to check with local building and safety departments for local regulations, which may have more stringent water heater bracing, anchoring, or strapping requirements.

California Health and Safety Code Section 19211 requires the seller of real property to certify in writing to the buyer that the seller has complied with all requirements to brace, anchor, or strap the water heater.

Seller hereby certifies that as of the close of escrow, the property will be in compliance with the California Health and Safety Code Section 19211 by having water heaters braced, anchored, or strapped in place.

Seller(s) _____

Date _____

Date _____

The undersigned hereby acknowledges receipt of a copy of this document, including the provisions of the California Health and Safety Code Section 19211, which are stated on the reverse of this page.

Buyer(s) _____

Date _____

Date _____

SMOKE DETECTOR(S) STATEMENT:

California Health and Safety Code Section 13113.8 provides that on or after January 1, 1986, whenever a single family dwelling or factory built housing is sold, the seller must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. See the reverse side of this form for exceptions to this requirement.

In addition to State law, the parties are advised to check with local building and safety departments for local regulations, which may have more stringent smoke detector requirements.

California Health and Safety Code Section 13113.8(b) requires the seller of a single-family home to certify in writing to the buyer that the property is in compliance with California state law concerning smoke detector(s).

Seller hereby certifies that as of the close of escrow, the property will be in compliance with the California Health and Safety Code Section 13113.8, by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller(s) _____

Date _____

Date _____

The undersigned hereby acknowledges receipt of a copy of this document, including the provisions of the California Health and Safety Code Section 13113.8 which are stated on the reverse of this page.

Buyer(s) _____

Date _____

Date _____

Section 19211 OF THE CALIFORNIA HEALTH AND SAFETY CODE: WATER HEATER BRACING, ANCHORING, OR STRAPPING

- (a) Notwithstanding Section 19100, all new and replacement water heaters and all existing residential water heaters shall be braced, anchored, or strapped to resist falling or horizontal displacement due to earthquake motion. At a minimum, any water heater shall be secured in accordance with the California Plumbing Code, or modifications made thereto by a city, county, or city and county pursuant to Section 17958.5.
- (b) The seller of any real property containing a water heater shall certify to the prospective purchaser that this section has been complied with. This certification shall be made in writing, and may be included in existing transactional documents, including, but not limited to, the Homeowner's Guide to Earthquake Safety, published pursuant to Section 10149 of the Business and Professions Code, a real estate sales contract or receipt for deposit, or a transfer disclosure statement pursuant to Section 1102.6 or 1102.6a of the Civil Code.
- (c) Notwithstanding Section 669 of the Evidence Code, the failure of any person to comply with this section shall not create a presumption of a failure by that person to exercise due care.

California Safety Code Section 13113.8 OF THE CALIFORNIA HEALTH AND SAFETY CODE: SMOKE DETECTORS REQUIRED; NOTICE TO BE GIVEN TO TRANSFEREE

- (a) On and after January 1, 1986, every single-family dwelling and factory built housing, as defined in Section 19971, which is sold shall have an operable smoke detector. The detector shall be approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. Unless prohibited by local rules, regulations, or ordinances, a battery operated smoke detector shall be deemed to satisfy the requirements of this section.
- (b) On and after January 1, 1986, the transferor of any real property containing a single-family dwelling, as described in subdivision (a), whether the transfer is made by sale, exchange, or real property sales contract, as defined in Section 2985 of the Civil Code, shall deliver to the transferee a written statement indicating that the transferor is in compliance with this section. The disclosure statement shall be either included in the receipt for deposit in a real estate transaction, an addendum attached thereto, or a separate document.
- (c) The transferor shall deliver the statement referred to in subdivision (b) as soon as practicable before the transfer of title in the case of a sale or exchange, or prior to execution of the contract where the transfer is by a real property sales contract, as defined in Section 2985.

Exceptions

- (d) This section does not apply to any of the following:
 - (1) Transfers which are required to be preceded by the furnishing to a prospective transferee of a copy of a public report pursuant to Section 11018.1 of the Business and Professions Code.
 - (2) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by a trustee in bankruptcy, transfers by eminent domain, or transfers resulting from a decree for specific performance.
 - (3) Transfers to a mortgagee by a mortgagor in default, transfers to a beneficiary of a deed of trust by a trustor in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, or transfers by a sale under a power of sale after a default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale.
 - (4) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
 - (5) Transfers from one co-owner to one or more co-owners.
 - (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferors.
 - (7) Transfers between spouses resulting from a decree of dissolution of a marriage, from a decree of legal separation, or from a property settlement agreement incidental to either of those decrees.
 - (8) Transfers by the Controller in the course of administering the Unclaimed Property Law provided for in Chapter 7 (commencing with Section 1500) of Title 10 of Part 3 of the Code of Civil Procedure.
 - (9) Transfers under the provisions of Chapter 7 (commencing with Section 3691) or Chapter 8 (commencing with Section 3771) of Part 6 of Division 1 of the Revenue and Taxation Code.
- (e) No liability shall arise, nor any action be brought or maintained against, any agent of any party to a transfer of title, including any person or entity acting in the capacity of an escrow, for any error, inaccuracy, or omission relating to the disclosure required to be made by a transferor pursuant to this section. However, this subdivision does not apply to a licensee, as defined in Section 10011 of the Business and Professions Code, where the licensee participates in the making of the disclosure required to be made pursuant to this section with actual knowledge of the falsity of the disclosure.
- (f) Except as otherwise provided in this section, this section shall not be deemed to create or imply a duty upon a licensee, as defined in Section 10011 of the Business and Professions Code, or upon any agent of any party to a transfer of title, including any person or entity acting in the capacity of an escrow, to monitor or ensure compliance with this section.
- (g) No transfer of title shall be invalidated on the basis of a failure to comply with this section and the exclusive remedy for the failure to comply with this section is an award of actual damages not to exceed one hundred dollars (\$100), exclusive of any court costs and attorney's fees.
- (h) Local ordinances requiring smoke detectors in single-family dwellings may be enacted or amended. However, the ordinances shall satisfy the minimum requirements of this section.
- (i) For the purposes of this section, "single-family dwelling" does not include a manufactured home as defined in Section 18007, a mobile home as defined in Section 18008, or a commercial coach as defined in Section 18001.8.
- (j) This section shall not apply to the installation of smoke detectors in dwellings intended for human occupancy, as defined in and regulated by Section 13113.7 of the Health and Safety Code, as added by Senate Bill No. 1448 in the 1983-84 Regular Session.

SUMMARY OF STATE FIRE MARSHAL REGULATIONS:

1. DWELLINGS BUILT OR REMODELED BEFORE AUGUST 14, 1992: California State Fire Marshal regulations require that all dwelling units built or remodeled before August 14, 1992, have a smoke detector centrally located outside each sleeping area. (e.g., a two-story home with bedrooms upstairs and downstairs would need two smoke detectors, one in the hallway outside the bedroom(s) upstairs and one in the hallway outside the bedroom(s) downstairs.) The smoke detectors for these existing dwelling units may be solely battery operated. The smoke detectors must sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.
2. DWELLINGS NEWLY BUILT ON OR AFTER AUGUST 14, 1992:
 - (a) Where to Locate Smoke Detectors: All dwelling units which are newly constructed on or after August 14, 1992, must have a smoke detector centrally located outside each sleeping area and must have a smoke detector located in each bedroom.
 - (b) Split Level Property: In addition, for a split-level property, a smoke detector must be placed on the upper level if there is no bedroom on the lower level. If the split-level property has a bedroom on the lower level, there must be a smoke detector on each level.
 - (c) High Ceilings: In addition, if the ceiling height of a room that is open to a hallway which serves the bedrooms exceeds the height of the hallway by 24 inches or more, smoke detectors must be installed in the hallway and in the adjacent room.
 - (d) Type of Smoke Detectors: Smoke detectors must be hard-wired with a battery backup. The smoke detectors must emit a signal when the batteries are low and must sound an alarm audible in all sleeping areas of the dwelling unit in which they are located. In addition, the wiring must be permanent and contain no disconnecting switch (other than those required for overcurrent protection). However, smoke detectors may be solely battery operated when installed in buildings without commercial power.
3. DWELLINGS REMODELED ON OR AFTER AUGUST 14, 1992: If a dwelling has been remodeled, altered, or repaired on or after August 14, 1992, in an amount exceeding \$1,000 and for which a permit is required, or if the remodel added a bedroom, regardless of the amount, then the property must meet all the requirements shown in paragraphs 2(a), 2(b), and 2(c), except that the smoke detector(s) may be battery operated.



RESIDENTIAL EARTHQUAKE HAZARDS REPORT

Subject Property Address:

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 refer to the Homeowner's Guide to Earthquake Safety found in the buyer's copy of the Property I.D. Report.

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

*To be reported on
the Natural Hazards
Disclosure Report*

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

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

EXECUTED BY

(Seller)

(Seller)

Date

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

(Buyer)

(Buyer)

Date

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



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, WARNING STATEMENT, ACKNOWLEDGMENT AND ADDENDUM FOR PRE-1978 HOUSING SALES, LEASES, OR RENTALS

Subject Property Address:

[Empty box for Subject Property Address]

LEAD-BASED PAINT WARNING STATEMENT

Every purchaser/tenant 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 chips, and dust that may place young children at risk of developing lead poisoning. Lead can pose health hazards if not taken care of properly. 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/lessor of any interest in pre-1978 residential real property, prior to the sale/rental, is required to (a) provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/lessor's possession; (b) notify the buyer/tenant of any known lead-based paint hazards; and (c) give the buyer/tenant a federally approved pamphlet on lead poisoning prevention. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint must be trained, certified, and follow protective work practice standards when renovating, repairing, or painting more than six square feet of lead-based paint in a room, or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. Go to www.epa.gov/lead for more information.

SELLER'S/LANDLORD'S DISCLOSURE OF THE PRESENCE OF LEAD-BASED PAINT HAZARDS

Seller/Landlord has no knowledge of lead based-paint and/or lead-based paint hazards in the housing, except for: _____

Seller/Landlord has no records or reports regarding lead-based paint and/or lead-based paint hazards in the housing, except for: _____

Seller/Landlord has provided Buyer/Tenant the government pamphlet: "Protect Your Family From Lead in Your Home" or an equivalent pamphlet that has been approved by the State Environmental Protection Agency.

FOR SALES TRANSACTIONS ONLY: Buyer has ten (10) days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Seller/Landlord Date Seller/Landlord Date

BUYER'S/TENANT'S ACKNOWLEDGMENT

Buyer/Tenant has read and received the lead-based paint warning statement above and a copy of the information listed above (if any).

Buyer/Tenant acknowledges receipt of the government pamphlet "Protect Your Family From Lead in Your Home" or an equivalent pamphlet that has been approved by the State Environmental Protection Agency. If delivery of any disclosures or pamphlet referenced above occurs after acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

FOR SALES TRANSACTIONS ONLY: Buyer acknowledges the right for ten (10) days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

OR _____ (Buyer to initial if applicable) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Buyer/Tenant Date Buyer/Tenant Date

LISTING AGENT'S ACKNOWLEDGMENT

Agent(s) has informed the Seller/Landlord of Seller's/Landlord's obligations under Section 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Agent (Broker representing Seller/Landlord) Print Name By: Associate Licensee Date

COOPERATING AGENT'S ACKNOWLEDGMENT

If property is listed, Agent(s) has informed listing agent of Seller's/Landlord's obligations under Section 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Agent (Broker representing Buyer/Tenant) Print Name By: Associate Licensee Date

42 United States Code, Section 4852d. Disclosure of information concerning lead upon transfer of residential property

(a) Lead disclosure in purchase and sale or lease of target housing

(1) Lead-based paint hazards

Not later than 2 years after October 28, 1992, the Secretary and the Administrator of the Environmental Protection Agency shall promulgate regulations under this section for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. The regulations shall require that, before the purchaser or lessee is obligated under any contract to purchase or lease the housing, the seller or lessor shall -

- (A) provide the purchaser or lessee with a lead hazard information pamphlet, as prescribed by the Administrator of the Environmental Protection Agency under section 406 of the Toxic Substances Control Act (15 U.S.C. 2686);
- (B) disclose to the purchaser or lessee the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to the purchaser or lessee any lead hazard evaluation report available to the seller or lessor; and
- (C) permit the purchaser a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(2) Contract for purchase and sale

Regulations promulgated under this section shall provide that every contract for the purchase and sale of any interest in target housing shall contain a Lead Warning Statement and a statement signed by the purchaser that the purchaser has -

- (A) read the Lead Warning Statement and understands its contents;
- (B) received a lead hazard information pamphlet; and
- (C) had a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(3) Contents of lead warning statement

The Lead Warning Statement shall contain the following text printed in large type on a separate sheet of paper attached to the contract: "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 paint hazards is recommended prior to purchase."

(4) Compliance assurance

Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the regulations promulgated under this section shall require the agent, on behalf of the seller or lessor, to ensure compliance with the requirements of this section.

(5) Promulgation

A suit may be brought against the Secretary of Housing and Urban Development and the Administrator of the Environmental Protection Agency under section 20 of the Toxic Substances Control Act (15 U.S.C. 2619) to compel promulgation of the regulations required under this section and the Federal district court shall have jurisdiction to order such promulgation.

(b) Penalties for violations

(1) Monetary penalty

Any person who knowingly violates any provision of this section shall be subject to civil money penalties in accordance with the provisions of section 3545 of this title.

(2) Action by Secretary

The Secretary is authorized to take such lawful action as may be necessary to enjoin any violation of this section.

(3) Civil liability

Any person who knowingly violates the provisions of this section shall be jointly and severally liable to the purchaser or lessee in an amount equal to 3 times the amount of damages incurred by such individual.

(4) Costs

In any civil action brought for damages pursuant to paragraph (3), the appropriate court may award court costs to the party commencing such action, together with reasonable attorney fees and any expert witness fees, if that party prevails.

(5) Prohibited act

It shall be a prohibited act under section 409 of the Toxic Substances Control Act (15 U.S.C. 2689) for any person to fail or refuse to comply with a provision of this section or with any rule or order issued under this section. For purposes of enforcing this section under the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the penalty for each violation applicable under section 16 of that Act (15 U.S.C. 2615) shall not be more than \$10,000.

(c) Validity of contracts and liens

Nothing in this section shall affect the validity or enforceability of any sale or contract for the purchase and sale or lease of any interest in residential real property or any loan, loan agreement, mortgage, or lien made or arising in connection with a mortgage loan, nor shall anything in this section create a defect in title.

(d) Effective date

The regulations under this section shall take effect 3 years after October 28, 1992.



NOTICE TO BUYER OF TAX WITHHOLDING UPON DISPOSITION OF CALIFORNIA REAL PROPERTY AND TRANSFEROR'S AFFIDAVIT OF NONFOREIGN STATUS AND/OR CALIFORNIA RESIDENCY

Subject Property Address:

Empty box for Subject Property Address

IMPORTANT ADVISORY INFORMATION: The information in this affidavit may be disclosed to the Internal Revenue Service and to the California Franchise Tax Board by the Buyer ("Transferee"). Any false statement by the Seller ("Transferor") made herein (if an Entity Transferor, on behalf of the Transferor) could result in the Transferor being punished by fine, imprisonment, or both.

1. TRANSFEROR'S NAME/ADDRESS: All Transferors' names and addresses whose interests are being transferred are required. TRANSFEROR 1 TRANSFEROR 2

Legal Name: _____ Legal Name: _____

Social Security No., Federal Employer Identification No., or California Corporation No. Social Security No., Federal Employer Identification No., or California Corporation No. Note: To avoid withholding by providing this Seller's Affidavit, IRC Section 1445(b)(2) requires the Seller to provide the Buyer with the Seller's Taxpayer Identification Number ("TIN"). The Buyer's disclosure or unauthorized use of Seller's TIN could result in civil or criminal liability.

Telephone: _____ Telephone: _____

Address: _____ Address: _____

Use residence address for individual Transferors; use business address for all other legal Entities. Use residence address for individual Transferors; use business address for all other legal Entities.

2. CALIFORNIA WITHHOLDING LAW: I, declare under penalty of perjury, that I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the California withholding law, and that:

Trans.1 Trans.2 (Transferor 1 initial one of the following under Column 1, and Transferor 2 initial one of the following under Column 2)

A. Certifications which fully exempt the sale from withholding:

- The total sale price for the property is \$100,000 or less.
The California Property being conveyed or transferred was my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of Section 121 of the Internal Revenue Code (owned and occupied as such for two of the last five years).
The Property was last used as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 without regard to the two-year time period.
The Property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and I intend to acquire property similar or related in service or use to be eligible for non-recognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
The transaction will result in a zero gain or loss for California income tax purposes (CA Franchise Tax Board Form 593-L).
The Transferor is exempt from tax under California or federal law.
The Transferor is a corporation organized and existing under the laws of California, or has a permanent place of business in California, or qualifies with the office of the Secretary of State to transact business in California.
The Transferor is a partnership (or LLC that is not a disregarded single member LLC, classified as a partnership) and recorded title to the property being transferred is in the name of the LLC or partnership and the LLC or partnership will file a California tax return to report the sale and withhold on foreign an domestic nonresident partners as required.
The Transferor is an insurance company, qualified pension/profit sharing plan, IRA, or charitable remainder trust.

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

- The Property is being, or will be, exchanged for property of like kind within the meaning of Section 1031 of the Internal Revenue Code.
The Property is subject to an installment sale that Transferor will properly report, and the Transferee has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.
Not to be used for sales closing prior to January 1, 2007. As a result of the sale of the Property, Seller's tax liability, calculated at the maximum tax rate regardless of Seller's actual rate, will be less than the 3 and 1/3 percent withholding otherwise required. Seller will be required to sign a certification, under penalty of perjury, specifying the amount to be withheld.

3. FEDERAL (FIRPTA) WITHHOLDING LAW: I declare, under penalty of perjury, that I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal (FIRPTA) withholding law, and that:

Trans.1 Trans.2 (Transferor 1 initial one of the following under Column 1, and Transferor 2 initial one of the following under Column 2)

- (For individual Transferors) I am not a nonresident alien, or a foreign person for purposes of U.S. income taxation.
(For corporation, partnership, limited liability company (LLC), trust, and estate Transferors) The Transferor is not a foreign corporation foreign partnership, foreign limited liability company (LLC), foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

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

Transferor 1: Signature (Please indicate if signing as the grantor of a revocable/grantor trust) Date Transferor 2: Signature (Please indicate if signing as the grantor of a revocable/grantor trust) Date

Title: (If signed on behalf of Entity Transferor) Title: (If signed on behalf of Entity Transferor)

Printed Name: Printed Name:

Transferee 1: Date: Transferee 2: Date:

Transferee 2: Date:

(NOTE)
**NOTICE TO BUYER OF TAX WITHHOLDING UPON DISPOSITION OF CALIFORNIA REAL PROPERTY
AND SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND/OR CALIFORNIA RESIDENCY
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)**

FEDERAL TAX WITHHOLDING ON DISPOSITION OF REAL PROPERTY

United States Code provides:

Section 1445 of the Internal Revenue Code (a) Except as otherwise provided in this section, in the case of a United States real property interest (as defined in Section 897(c)) by a foreign person, the transferee shall be required to deduct and withhold tax equal to 10 percent of the amount realized on the disposition.

CALIFORNIA TAX WITHHOLDING ON DISPOSITIONS OF REAL PROPERTY AND APPLICABLE EXEMPTIONS:

California Franchise Tax and Income Tax Section 18662(e)(1) provides: In the case of any disposition of a California real property interest by an individual, the transferee (including for this purpose any intermediary or accommodator in a deferred exchange) shall be required to withhold an amount equal to 31/3 percent of the sales price of the California real property conveyed.

(2) Notwithstanding any other provision of this subdivision, all of the following shall apply:

(A) No transferee shall be required to withhold any amount under this subdivision unless the sales price of the California real property conveyed exceeds one hundred thousand dollars (\$100,000).

(B) No transferee (other than an intermediary or an accommodator in a deferred exchange) shall be required to withhold any amount under this subdivision unless written notification of the withholding requirements of this subdivision has been provided by the real estate escrow person.

(C) No transferee shall be required to withhold under this subdivision when the transferee is a corporate beneficiary under a mortgage or beneficiary under a deed of trust and the California real property is acquired in judicial or nonjudicial foreclosure or by a deed in lieu of foreclosure.

(D) No transferee shall be required to withhold any amount under this subdivision if the transferee, in good faith and based upon all the information of which he or she has knowledge, relies on a written certificate executed by the transferor, certifying under penalty of perjury, that the California real property being conveyed is the principal residence of the transferor (within the meaning of Section 121 of the Internal Revenue Code).

(E) (i) No transferee (including for this purpose any intermediary or accommodator in a deferred exchange) shall be required to withhold any amount under this subdivision if the transferee, in good faith and based on all the information of which he or she has knowledge, relies on a written certificate executed by the transferor, certifying under penalty of perjury, that the California real property being conveyed is exchanged, or will be exchanged, for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of the gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.

(ii) Clause (i) shall not apply to the extent that any exchange does not qualify for nonrecognition treatment for California income tax purposes under Section 1031 of the Internal Revenue Code, in whole or in part, due to the failure of the transaction to comply with the provisions of Section 1031(a)(3) of the Internal Revenue Code, relating to requirement that property be identified and that exchange be completed not more than 180 days after transfer of the exchanged property.

(iii) In any case where clause (ii) applies, the transferee (including for this purpose any intermediary or accommodator in a deferred exchange) shall be required to notify the Franchise Tax Board in writing within 10 days of the expiration of the statutory periods specified in Section 1031(a)(3) of the Internal Revenue Code and shall thereafter remit the applicable withholding amounts determined under this subdivision in accordance with paragraph (4).

(F) No transferee shall be required to withhold any amount under this subdivision if the transferee, in good faith and based on all the information of which he or she has knowledge, relies on a written certificate executed by the transferor, certifying under penalty of perjury, that the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the transferor intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.

(G) No transferee shall be required to withhold any amount under this subdivision if the transferee, in good faith and based on all the information which he or she has knowledge, relies on a written certificate executed by the transferor, certifying under penalty of perjury, that the transaction will result in a loss for California income tax purposes.

(3) (A) In the case of any transaction otherwise subject to this subdivision that qualifies as an "installment sale" (within the meaning of Section 453(b) of the Internal Revenue Code) for California income tax purposes, the provisions of this subdivision may, upon the irrevocable written election of the transferee, be separately applied to each payment to be made under the terms of the installment sale agreement between the parties.

(B) For purposes of subparagraph (A), subparagraph (A) of paragraph (2) shall not apply to each individual payment to be received under the terms of the installment sale agreement.

(C) The election under this paragraph shall be made at the time, and in the form and manner, specified by the Franchise Tax Board in forms and instructions, except that the form shall, at a minimum, include the requirement specified in subparagraph (D) of this paragraph.

(D) The election under this paragraph shall only be valid if the transferee agrees to withhold and remit from each installment payment the amount specified under this subdivision in the form and manner, and at the time, specified in paragraph (4). (4) Amounts withheld and payments made in accordance with this subdivision shall be reported and remitted to the Franchise Tax Board in the form and manner and at the time specified by the Franchise Tax Board.



REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Subject Property Address:

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF _____, 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: _____

II SELLER'S INFORMATION

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

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

Seller is is not occupying the property.

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

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

(*See page 2 for note)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.

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

California Civil Code Section 1102 requires a seller to prepare and deliver to a prospective buyer a specified written disclosure statement about the condition of the property, in the following situations: transfer by sale, exchange, installment land sale contract, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements of real property or residential stock cooperative improved with or consisting of not less than one nor more than four dwelling units.

The following transfers are exempt from the obligation to deliver the Transfer Disclosure Statement:

- 1) Transfers by foreclosure (including a deed in lieu of foreclosure and a transfer by a lender who has acquired the property by foreclosure or deed in lieu of foreclosure);
- 2) Transfers requiring a public report (such as the sale of a unit in a condominium project or other interest in a new subdivision);
- 3) Transfers pursuant to a court order (such as probate sales and sales by a bankruptcy trustee);
- 4) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 5) Transfers from one co-owner to one or more co-owners;
- 6) Transfers as a result of failure to pay property taxes;
- 7) Transfers between spouses in connection with a dissolution of marriage or similar proceeding;
- 8) Transfers made to a spouse or to a direct blood relative;
- 9) Transfers by the State Controller pursuant to the Unclaimed Property Law;
- 10) Transfers or exchanges to or from any government entity.



Subject Property Address:

CONTINUATION OF II SELLER'S INFORMATION

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
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.):

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. 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, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with 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, claims for damages by the Seller pursuant to Section 900 or 914 threatening to or effecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or effecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or effecting this real property, including any law suits 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.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 _____ Date _____

Seller _____ Date _____

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.
Buyer's Initials (____) (____) Seller's Initials (____) (____)



Subject Property Address:

Empty box for Subject Property Address

III

AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) By Date

IV

AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Obtaining the Offer) By Date

V

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

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

Seller Date Buyer Date

Seller Date Buyer Date

Agent (Broker Representing Seller) By Date

Agent (Broker Obtaining the Offer) By Date

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.



AGENT'S INSPECTION STATEMENT

Subject Property Address:

THIS AGENT'S INSPECTION STATEMENT IS MADE IN CONNECTION WITH THE SALES TRANSACTION BY AND BETWEEN _____, AS SELLER, AND _____, AS BUYER, FOR THE REAL PROPERTY COMMONLY KNOWN AS _____, CALIFORNIA ("REAL PROPERTY").

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

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 Representing Seller _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

(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 Offer _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

THIS AGENT'S INSPECTION STATEMENT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS, WARRANTIES OR REPRESENTATIONS BUYER OR SELLER MAY WISH TO OBTAIN. AGENT STRONGLY RECOMMENDS THAT BUYER OBTAIN PROFESSIONAL ADVICE REGARDING THE CONDITION OF THE PROPERTY, INCLUDING PHYSICAL AND GEOLOGICAL INSPECTIONS, AND THAT BUYER AND SELLER PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS AND/OR DEFECTS.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGENT'S INSPECTION STATEMENT.

SELLER

BUYER

Signature: _____ Signature: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

NOTE TO AGENT: This Agent's Inspection Statement is to be used for transfers which are exempt from the requirement of providing a Real Estate Transfer Disclosure Statement pursuant to Civil Code Section 1102.2. The principal exemptions are: i) transfers by foreclosure (including a deed in lieu of foreclosure and a transfer by a lender who has acquired the property by foreclosure or deed in lieu of foreclosure); (ii) transfers requiring a public report (such as the sale of a unit in a new condominium project or other interest in a new subdivision); (iii) transfers pursuant to court order (such as probate sales and sales by a bankruptcy trustee); (iv) transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; and (v) transfers from one co-owner to one or more other co-owners.

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