Real Estate Transfer Disclosure Statement

(California Civil Code § 1102, Et Seq.)

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 _____, _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IT 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 IT IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ___[*choose one:* is/is not]___ occupying the property.

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

[ ] Range

[ ] Oven

[ ] Microwave

[ ] Dishwasher

[ ] Trash Compactor

[ ] Garbage Disposal

[ ] Washer/Dryer Hookups

[ ] Rain Gutters

[ ] Burglar Alarms

[ ] Carbon Monoxide Device(s)

[ ] Fire Alarm

[ ] T.V. Antenna

[ ] Satellite Dish

[ ] Intercom

[ ] Central Heating

[ ] Central Air Conditioning

[ ] Evaporator Cooler(s)

[ ] Wall/Window Air Conditioning

[ ] Sprinklers

[ ] Public Sewer System

[ ] Septic Tank

[ ] Sump Pump

[ ] Water Softener

[ ] Patio/Decking

[ ] Built-in Barbecue

[ ] Sauna

[ ] Gazebo

[ ] Hot Tub [ ] Locking Safety Cover

[ ] Pool [ ] Child Resistant Barrier

[ ] Spa [ ] Locking Safety Cover

[ ] Security Gate(s)

[ ] Automatic Garage Door Opener(s) Number Remote Controls ____

[ ] Garage [ ] Attached [ ] Not Attached

[ ] Carport

[ ] Pool/Spa Heater: [ ] Gas [ ] Solar [ ] Electric

[ ] Water Heater: [ ] Gas [ ] Solar [ ] Electric

[ ] Water Supply: [ ] City [ ] Well [ ] Bottled

[ ] Private Utility or Other

[ ] Water-conserving plumbing fixtures

[ ] Gas Supply: [ ] Utility

[ ] Window Screens

[ ] Window Security Bars [ ] Quick Release Mechanism on Bedroom Windows

[ ] 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 box(es) 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 the Health and Safety Code, automatic reversing devices of standards of Chapter 12.5 (commencing with Section 19890) of

Part 3 of Division 13 of the Health and Safety Code, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of the Health and Safety Code. 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 that 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 slippage, sliding, or other soil problems, or any settling from any cause.
   [ ] Yes. [ ] No.
8. Flooding, drainage, or grading problems.
   [ ] Yes. [ ] No.
9. Major damage to the property or any other structures from fire, earthquake, floods, or landslides.
   [ ] Yes. [ ] No.
10. Any zoning violations, nonconforming uses, or violations of "setback" requirements.
   [ ] Yes. [ ] No.
11. Neighborhood noise problems or other nuisances.
   [ ] Yes. [ ] No.
12. CC&Rs or other deed restrictions or obligations.
   [ ] Yes. [ ] No.
13. Homeowners' association that 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.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 detectors(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

III

AGENT'S INSPECTION DISCLOSURE (LISTING AGENT)

(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 REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

[*Choose one:* **Agent notes no items for disclosure./Agent notes the following items:**]

Agent (Print Name of Broker Representing Seller): _____

By (Associate Licensee or Broker's Signature) _____

Date _____

IV

AGENT'S INSPECTION DISCLOSURE (SELLING AGENT)

(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:

[*Choose one:* Agent notes no items for disclosure./Agent notes the following items: _____]

Agent (Broker Obtaining the Offer): _____

By (Associate Licensee or Broker's Signature) _____

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

[*CHOOSE ONE:* **I/WE**] **ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

_____	_____
Seller	Date
_____	_____
Seller	Date
_____	_____
Buyer	Date
_____	_____
Buyer	Date

Agent (Broker Representing Seller) _____

By (Associate Licensee or Broker's Signature) _____

Date _____

Agent (Broker Obtaining the Offer) _____

By (Associate Licensee or Broker's Signature) _____

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.