City of Mountain View

Agenda

Parks and Recreation Commission and Urban Forestry Board

Wednesday, June 10, 2026 **6:00 PM** **Maple Room and Video Conference, 201 South Rengstorff Avenue, Mountain View, CA 94040**

Spanish or Chinese interpretation via Zoom and translation of meeting materials are available at no cost upon request. Please contact the City by 5:00 p.m. at least two business days prior to the day of the scheduled meeting by phone at (650) 903-6608 or by email at mep@mountainview.gov.

Interpretación por medio de Zoom y traducción de los materiales de la reunión estarán disponibles sin costo alguno con solicitud previa. Favor de comunicarse con la Ciudad antes de las 5:00 p. m. al menos dos días hábiles antes de la reunión agendada al (650) 903-6608 o por correo electrónico a mep@mountainview.gov.

如有需要，可通过 Zoom 获取中文翻译版，会议材料翻译版免费提供。请至少在会议预定日期前两个工作日下午 5:00 前发送电子邮件至 mep@mountainview.gov 联系市政府。

This meeting is being conducted with a virtual component. Anyone wishing to address the Commission virtually may join the meeting online at: https://mountainview.zoom.us/j/85027481875 or by dialing (669) 900-9128 and entering Webinar ID: 850 2748 1875. When the Chair announces the item on which you wish to speak, click the "raise hand" feature in Zoom or dial *9 on your phone. When the Chair calls your name to provide public comment, if you are participating via phone, please press *6 to unmute yourself.

1. CALL TO ORDER

2. ROLL CALL

3. MINUTES APPROVAL

3.1 Minutes Approval

Recommendation: Approve the May 13, 2026 meeting minutes.

Attachments: Minutes

4. ORAL COMMUNICATIONS FROM THE PUBLIC

This portion of the meeting is reserved for persons wishing to address the Commission on any matter not on the agenda. Speakers are limited to three minutes. State law prohibits the Commission from acting on non-agenda items.

5. NEW BUSINESS

5.1 Heritage Tree Removal Application Appeal-961 Eichler Drive

Recommendation: Adopt a Resolution of the Urban Forestry Board of the City of Mountain View to Deny the Appeal, Uphold Staff's Decision, and deny the removal of one (1) Heritage Tree at 961 Eichler Drive, to be read in title only, further reading waived (Attachment 1 to the memorandum).

Attachments:
Memo
ATT 1 - Resolution
ATT 2 - City Code
ATT 3 - Removal Application & Arborist Report
ATT 4 - Notice of Decision
ATT 5 - Roof Inspection Report
ATT 6 - Termite Inspection Report
ATT 7 - Disclosures
ATT 8 - Appeal & Notice

5.2 Heritage Tree Removal Application Appeal-500 W. Middlefield Road

Recommendation: Adopt a Resolution of the Urban Forestry Board of the City of Mountain View to Deny the Appeal, Uphold Staff's Decision, and deny the removal of one (1) Heritage Tree at 500 W. Middlefield, to be read in title only, further reading waived (Attachment 1 to the memorandum).

Attachments:
Memo
ATT 1 - Resolution
ATT 2 - City Code
ATT 3 - Removal Application & Arborist Report
ATT 4 - Notice of Decision
ATT 5 - Appeal & Notice

5.3 Annual Canopy Update

Recommendation: Receive an update from Canopy's Executive Director JP Renaud.

5.4 Fiscal Year 2026-27 Operating Budget

Recommendation: Receive a presentation on the Fiscal Year 2026-27 Community Services Department operating budget.

6. COMMISSION/STAFF ANNOUNCEMENTS, UPDATES, REQUESTS, AND COMMITTEE REPORTS

No action will be taken on any questions raised by the Commission at this time.

7. ADJOURNMENT

NOTICE TO THE PUBLIC:

The agenda and staff reports are available online at mountainview.legistar.com.

Questions and comments regarding the agenda may be directed to the Community Services Department at (650) 903-6400 or prc@mountainview.gov.

The Commission may consider and act on items listed on the agenda in any order. Consideration of the matters noticed herein is not limited by the recommendations indicated herein.

Pursuant to the Americans with Disabilities Act (ADA), if you need special assistance in this meeting, please contact the Community Services Department at (650) 903-6400. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.160 (b) (1))

ADDRESSING THE COMMISSION:

Interested persons are entitled to speak on any item on the agenda and should make their interest known to the Chair.

Anyone wishing to address the Commission on an item not on the agenda may do so during the "Oral Communications" part of the agenda. Speakers are allowed to speak once on any number of topics for up to three minutes. For any agenda item or for Oral Communications on nonagenda items, if there appears to be a large number of speakers, the Chair may reduce speaking time to no less than 1.5 minutes per speaker unless there is an objection from the Commission by majority vote.

Pursuant to Government Code Section 54954.3(b)(1), at least twice the allotted speaking time will be provided to a member of the public who utilizes a translator.

File #: 206166, **Version:** 1

Minutes Approval

Approve the May 13, 2026 meeting minutes.

City of Mountain View

Minutes - Draft

Parks and Recreation Commission and Urban Forestry Board

Wednesday, May 13, 2026 **6:00 PM** **Maple Room and Video Conference, 201 South Rengstorff Avenue, Mountain View, CA 94040**

This meeting was conducted with a virtual component.

1. CALL TO ORDER

Chair Mitchner called the meeting to order at 6:02 p.m.

2. ROLL CALL

Present 5 - Commissioner Ronit Bryant, Commissioner Jonathan Davis, Commissioner IdaRose Sylvester, Vice Chair Sandy Sommer, and Chair Joe Mitchner

3. MINUTES APPROVAL

3.1 Minutes Approval

M/S Bryant/Sommer - To approve the April 8, 2026 minutes.

Yes: 5 - Commissioner Bryant, Commissioner Davis, Commissioner Sylvester, Vice Chair Sommer, and Chair Mitchner

4. ORAL COMMUNICATIONS FROM THE PUBLIC - None

5. NEW BUSINESS

5.1 Public Safety Building, Project 20-49

Senior Project Manager Naveen Govind presented a report and answered the Commission's questions. Principal Project Manager David Printy and Assistant Public Works Director Ed Arango answered the Commission's questions.

Speaking virtually:
-Bruce England
-Rashmi

M/S Sommer/Bryant - To forward a recommendation to the City Council to approve the mitigation of forty (40) Heritage trees at a 2:1 replacement ratio, with the planting of eighty (80) 24” box trees within the project site and to substitute the four Regal Prince Oaks on Villa Street with appropriate native trees. Explore other substitutions, with a preference for native trees, to be determined by the City Arborist prior to Council review.

Yes: 4 - Commissioner Bryant, Commissioner Sylvester, Vice Chair Sommer, and Chair Mitchner

No: 1 - Commissioner Davis

5.2 Park Land Fund Update and Fiscal Year 2026-27 Capital Improvement Program Commitments

Senior Management Analyst Lindsay Wong provided an update and answered the Commission's questions.

5.3 Recent Park Design Evaluation

Assistant Community Services Director Brenda Sylvia led a discussion.

Speaking from the floor and/or virtually:
-Bill Lambert
-Bruce England

6. COMMISSION/STAFF ANNOUNCEMENTS, UPDATES, REQUESTS, AND COMMITTEE REPORTS

Community Services Director John Marchant updated the Commission on the upcoming PRC schedule.

Assistant Community Services Director Brenda Sylvia updated the Commission on the Biodiversity and Urban Forest Plan and Arbor Day.

Commissioner Bryant asked about the Wyandotte restrooms.

7. ADJOURNMENT

Chair Mitchner adjourned the meeting at 9:43 p.m.

File #: 206225, **Version:** 1

Heritage Tree Removal Application Appeal-961 Eichler Drive

Adopt a Resolution of the Urban Forestry Board of the City of Mountain View to Deny the Appeal, Uphold Staff's Decision, and deny the removal of one (1) Heritage Tree at 961 Eichler Drive, to be read in title only, further reading waived (Attachment 1 to the memorandum).

City of Mountain View

MEMORANDUM

Community Services Department
Urban Forestry Division

DATE: June 10, 2026

TO: Urban Forestry Board

FROM: Russell Hansen, Urban Forest Manager

SUBJECT: **Heritage Tree Removal Application Appeal—961 Eichler Drive**

RECOMMENDATION

Adopt a Resolution of the Urban Forestry Board of the City of Mountain View to Deny the Appeal, Uphold Staff's Decision, and deny the removal of one (1) Heritage Tree at 961 Eichler Drive, to be read in title only, further reading waived (Attachment 1 to the memorandum).

BACKGROUND

Article II, Protection of the Urban Forest, Sections 32.22 through 32.39 of the Mountain View City Code (MVCC or Code) was established to preserve certain trees designated as Heritage trees within the City of Mountain View. The preservation program contributes to the welfare and aesthetics of the community and retains the great historical and environmental value of these trees. The Code requires a permit be obtained prior to removal of a Heritage tree, and City staff, under the authority granted in the Code to the Community Services Director, has been designated to review and approve, conditionally approve, or deny removal permit applications. Under the Code, there are specific criteria for granting a permit to remove a Heritage tree. The determination on each application is based upon a minimum of one of the conditions set forth in the Code (Attachment 2).

MVCC Section 32.31 allows any person aggrieved or affected by a decision on a requested removal to appeal the decision by written notice within 10 calendar days after the notice of the decision is posted or mailed.

HERITAGE TREE REMOVAL APPLICATION

An application to remove one (1) *Quercus kelloggii*, California Black Oak (hereinafter referred to as "Oak") at 961 Eichler Drive was submitted by the property owner, Elizabeth McAninch ("Applicant"), on January 26, 2026 (Attachment 3). On the application, the property owner marked four (4) of the boxes under reasons for removal for the consideration of the tree:

- Tree is in poor health
- Tree is in danger of falling
- Tree is diseased with pests, insects, and/or beetles
- Tree is growing in close proximity to structures and causing damage (or will in the near future).

The Applicant also provided an Arborist Report (Attachment 3) and additional comments for consideration within the removal application, including:

"Subject tree is infected by wood rotting pathogen. Its structural integrity has been compromised beyond repair. Overall condition rating is 3, and suitability for preservation is low. Its close proximity to

the building potentially pose serious safety risk for building, cars and people. Since sewer line situated under the tree root system, tree failure (up rooting) most likely will damage the sewer system".

The submitted Arborist Report (Attachment 3) evaluated the structure and condition of the tree, but the report did not evaluate the impacts from the trenching for the new sewer line. It appears the trenching work for the sewer line was completed sometime after the Arborist Report inspection on December 15, 2025, and before the site inspection from City staff on February 2, 2026. The Applicant did not provide an evaluation of the impact from the trenching work on the stability or health of the tree.

The Oak tree was denied a permit for removal by staff because it did not meet the criteria under MVCC Section 32.35. Specifically, the denial notice set forth the following:

"Deciduous tree without any signs of decline or structural issues. Roots were recently cut for trench for a new sewer line to home, impacts to health of tree are undetermined at this time and no documentation of impacts were provided. Tree was sounded with a mallet for indications of internal decay and no decay was detected. No fungal fruiting bodies were found on site. Future pruning and scheduled maintenance can address concerns of leaves falling on flat roof. Trunk located approximately 7 feet to home, no damage to home was found or provided. Does not meet ordinance criteria for removal." Notice of the City's decision was posted on February 9, 2026 (Attachment 4).

An appeal (Attachment 8) was filed on February 17, 2026, by the Applicant disputing staff's findings and expressing concerns regarding the Oak's proximity to home, structural issues, damage to home, and the recent trenching for a new sewer line. The appellant also submitted copies of a roof inspection (Attachment 5), Termite Inspection (Attachment 6) and Home Sale Disclosure Statements (Attachment 7).

The initial evaluation of the tree in early February found the deciduous tree without leaves so impacts of the sewer line trenching were limited but a supplemental visit in early April identified a healthy green canopy on the Oak. It appears the trenching work did not inhibit or impact the production of new leaves on the Oak.

Notice of the appeal was posted on February 23, 2026 (Attachment 8).

SPECIE PROFILE

QUERCUS KELLOGGII

The *Quercus kelloggii,* California Black Oak is a tree native to southwestern Oregon down through California to Baja California, where they can grow to a height of one hundred thirty (130) feet and provide fifty (50) feet of canopy spread. In the urban environment, however, they typically only reach heights of eighty (80) feet and provide up to forty (40) feet of canopy cover.

This species can be susceptible to Goldspotted Oak Borer and Sudden Oak Death, which are both fatal. In addition, the tree can also be affected by root rot and anthracnose. Tree is prone to damage from California Oak Moth and various boring insects. It is known to be drought tolerant and prefers full sun.

STAFF'S EVALUATION

When evaluating Heritage tree removal applications, staff considers if the reason(s) for removal on the application matches what is observed in the field and whether any of the criteria under Section 32.35 of the MVCC is met, with an emphasis on the intent to preserve heritage trees, as required by the City Code.

This Oak is in the front yard of the property and provides canopy cover to one (1) property. This Oak is considered a private tree because it is located beyond ten (10) feet of the roadway, and the property owner is responsible for pruning services for this tree. Staff estimates this Oak to be approximately fifty (50) feet tall with a spread of approximately thirty (30) feet and a diameter of twenty (20) inches. Overall, the canopy is in good health, and the live crown ratio is less than ideal for the species due to recent pruning completed by the homeowner after February 2026. Staff estimates the tree to be approximately twenty-five (25) years old. The Oak is a heritage tree under MVCC Sec. 32.23(c)(3) as its circumference is greater than twelve (12) inches in circumference when measured at fifty-four (54) inches above natural grade.

Staff's initial inspection of the Oak showed an overall normal deciduous canopy with fair structure and no pest or disease issues. The Oak previously had some routine structural and building clearance pruning. There were no reports of prior large limb failures and structure of the tree was in fair condition. Staff noticed a major structural branch was removed from the tree sometime between the initial inspection in February 2026 and a second inspection in April 2026. It shall be noted the level of pruning completed on the tree was beyond the recommended International Society of Arboriculture (ANSI A300) pruning standards.

While City Forestry staff did not have the opportunity to provide input or inspections on the installation of the new sewer line near the Oak, alternative methods of pipe bursting or hydro-excavation would have been recommended. The trench digging was completed within two feet of the trunk and it is possible up to 40 percent of the root system was impacted. The long-term impacts of the root pruning are unknown, but staff determined it is premature to allow removal given the ability of Oaks to grow new roots to help with future stability and improvement in condition.

It is recommended that supplemental deep root watering and mulch be installed around the drip line of the tree to help with root growth and improve soil conditions.

If the tree's condition in the future shows signs of decline due to construction impacts, the property owner can submit a new application citing a material change in circumstances under MVCC Sec. 32.31(e).

In looking at the criteria for removal under MVCC Sec. 32.35, staff's evaluation did not find any of the criteria met, as follows:

1. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services.

   Staff's evaluation of the tree did not find that the condition of the tree required its removal, as it's overall health and structure are good, and there is no evidence of any nuisance, damage, or interference issues that cannot be addressed through corrective pruning or other means.

2. The necessity of the removal of the heritage tree in order to construct improvements and/or allow reasonable and conforming use of the property when compared to other similarly situated properties.

   Staff's evaluation of the tree did not find that removal of the heritage tree was necessary in order to construct improvements because there were no improvements proposed and, in staff's opinion, that the impacts from the recent sewer repair are yet to be determined.

3. The nature and qualities of the tree as a heritage tree, including its maturity, its aesthetic qualities such as its canopy, its shape and structure, its majestic stature and its visual impact on the neighborhood.

   Staff's evaluation of the tree found that the tree and structure of the canopy is good and the tree provides significant value and benefit to the neighborhood, therefore this criteria was not met.

4. Good forestry practices such as, but not limited to, the number of healthy trees a given parcel of land will support and the planned removal of any tree nearing the end of its life cycle and the replacement of young trees to enhance the overall health of the urban forest.

   Staff's evaluation of the tree did not find that the tree should be removed due to good forestry practices as no facts to support this criteria were provided or observed.

Representative Photos



Photo #1
Aerial image showing tree of concern



Photo #2
Front yard which shows the tree of concern



Photo #3 Tree from street April 2026



Photo #4 Tree in yard April 2026



Photo #5 Trench for sewer line



Photo #6 – 2-foot distance from trench to tree

URBAN FORESTRY BOARD

The Parks and Recreation Commission serves as the Urban Forestry Board (Board) for Heritage tree appeals under MVCC Section 32.26. The Board must consider whether to uphold staff's decision and deny the appeal or overturn that decision using the criteria set forth in MVCC Section 32.35. The Board must support its decision with written findings. Staff has provided the Board with a draft resolution with findings upholding staff's decision to deny the removal of the one (1) Heritage Tree. If the Board overrules staff's decision and allows for removal of the one (1) Heritage Tree, staff recommends the Board make their findings orally, and staff will include the findings and decision in this meeting's written minutes.

SUMMARY

Staff recommends denying the appeal and denying the removal of the one (1) Heritage Tree.

~~RH/AF/4/CSD~~
~~228-10-09-24M~~

Attachments:
1. Resolution
2. Mountain View City Code, Article II, Protection of Urban Forest
3. Heritage Tree Application and Arborist Report for Removal Permit
4. Heritage Tree Notice of Decision
5. Roof Inspection Report
6. Termite Inspection Report
7. Disclosures Home Sale
8. Heritage Tree Appeal and Notice

Attachment 1

CITY OF MOUNTAIN VIEW URBAN FORESTRY BOARD
RESOLUTION NO.
SERIES 2026

A RESOLUTION OF THE URBAN FORESTRY BOARD OF THE CITY OF MOUNTAIN VIEW TO DENY THE APPEAL, UPHOLD STAFF'S DECISION, AND DENY THE REMOVAL OF ONE HERITAGE TREE AT 961 EICHLER DRIVE

WHEREAS, an application was received for the removal of One Heritage Tree at 961 Eichler Drive on January 26, 2026; and

WHEREAS, the Forestry Division issued a decision on the application denying the removal of One Heritage Tree on February 9, 2026; and

WHEREAS, the decision denying the removal of the Heritage Tree was timely appealed; and

WHEREAS, at its duly noticed public hearing on June 10, 2026, the Urban Forestry Board considered the appeal of the application for removal of the Heritage Tree and independently reviewed and considered the application, staff report, public testimony, Heritage Tree Ordinance, and other information in the record; now, therefore, be it

RESOLVED by the Urban Forestry Board of the City of Mountain View that the Heritage Tree Removal Permit appeal is hereby denied, and the Heritage Tree shall be preserved, based on the required findings pursuant to Mountain View City Code Section 32.35 set forth below:

1. The City Code requires the preservation of all healthy Heritage trees unless specific criteria are met pursuant to Mountain View City Code Section 32.35.
2. The City Code places emphasis on the preservation of trees and when mitigation is possible, efforts should be made to preserve trees as opposed to removal.
3. The Urban Forestry Board determines that the removal of the Heritage tree does not meet any of the criteria set forth in City Code Section 32.35 as follows:

    a. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services. (Section 32.35(a)(1))

    The Urban Forestry Board agrees with staff's evaluation of the tree, which did not find that the condition of the tree required its removal, as its overall health and structure are good, and there is no evidence of any nuisance, damage, or

interference issues that cannot be addressed through corrective pruning or other means.

b. The necessity of the removal of the Heritage tree in order to construct improvements and/or allow reasonable and conforming use of the property when compared to other similarly situated properties. (Section 32.35(a)(2))

Staff's evaluation of the tree did not find that removal of the heritage tree was necessary in order to construct improvements because there were no improvements proposed and, in staff's opinion, that the impacts from the recent sewer repair are yet to be determined.

c. The nature and qualities of the tree as a Heritage tree, including its maturity, its aesthetic qualities, such as its canopy, its shape and structure, its majestic stature, and its visual impact on the neighborhood. (Section 32.35(a)(3))

The Urban Forestry Board agrees with staff's evaluation of the tree that found that the tree and structure of the canopy is good and the tree provides significant value and benefit to the neighborhood, therefore this criteria was not met.

d. Good forestry practices, such as, but not limited to, the number of healthy trees a given parcel of land will support and the planned removal of any tree nearing the end of its life cycle and the replacement of young trees to enhance the overall health of the urban forest. (Section 32.35(a)(4))

The Urban Forestry Board agrees with staff's evaluation of the tree that did not find that the tree should be removed due to good forestry practices as no facts to support this criteria were provided or observed.

This decision of the Urban Forestry Board is final. The time within which judicial review of this decision must be filed is governed by Code of Civil Procedure Section 1094.6. Notice of this decision shall be posted at the site, City Hall and at the Forestry Division Office.

*ARTICLE II. PROTECTION OF THE URBAN FOREST**

SEC. 32.35. Criteria for removal; Conditions; Findings.

a. **Criteria for removal.** The determination on each application shall be based upon a minimum of one of the following criteria; however, the decision-maker shall consider additional criteria, if applicable, in weighing the decision to remove a heritage tree, with an emphasis on the intent to preserve heritage trees.

1. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services.

2. The necessity of the removal of the heritage tree in order to construct improvements and/or allow reasonable and conforming use of the property when compared to other similarly situated properties.

3. The nature and qualities of the tree as a heritage tree, including its maturity, its aesthetic qualities such as its canopy, its shape and structure, its majestic stature and its visual impact on the neighborhood.

4. Good forestry practices such as, but not limited to, the number of healthy trees a given parcel of land will support and the planned removal of any tree nearing the end of its life cycle and the replacement of young trees to enhance the overall health of the urban forest.

5. **Balancing criteria.** In addition to the criteria referenced above which may support removal, the decision-maker shall also balance the request for removal against the following which may support or mitigate against removal:

   A. The topography of land and effect of the requested removal on erosion, soil retention, water retention, and diversion or increased flow of surface waters.

   B. The effect of the requested removal on the remaining number, species, size and location of existing trees on the site and in the area.

   C. The effect of the requested removal with regard to shade, noise buffers, protection from wind damage and air pollution and the effect upon the historic value and scenic beauty and the health, safety, prosperity and general welfare of the area and the city as a whole.

b. **Conditions of approval.** Approval of an application for a permit may include reasonable conditions to insure compliance with the content and purpose of this article, including but not limited to:

1. Requiring the replacement or placement of an additional tree or trees on the subject property or off-site to offset the loss of a tree, limbs, or encroachment into the drip line. The number, species, size and location of said replacement tree(s) shall be determined by the director upon recommendation of the city arborist.
2. Requiring construction fencing or barriers to protect adjacent heritage trees or other landscaping.
3. Requiring protective grading requirements to avoid damaging the root structure of the tree or adjacent trees.
4. Requiring posting of a security bond to ensure that replacement trees are planted and become established (one year after planting) and to compensate for the lost trees due to illegal removal.
5. Requiring the relocating of a tree on-site or off-site, or the planting of a new tree on-site or off-site to offset the loss of a tree.
6. Requiring a maintenance and care program be initiated to ensure the continuing health and care of heritage trees on the property.
7. Requiring payment of a fee or donation of a boxed tree(s) to the city or other public agency to be used elsewhere in the community should a suitable replacement location of the tree not be possible on-site. The fee for replacement of a tree or trees shall be, at a minimum, based on the cost of a 24" boxed tree of same species, delivered and installed.

c. **Findings.** If a permit is denied or conditions are attached, the director or decision-maker shall provide the applicant with a written statement of the reasons for said denial or conditions based upon the criteria and conditions set forth in this section.

d. **Off-site replacement option.** An applicant for a preremoval permit may request that any replacement trees be placed off-site or that he/she be permitted to pay a fee in lieu of replacement. The decision-maker shall consider the request in light of the balancing criteria set forth in Section 32.35(a)(5), above.

Application History

1/26/2026 12:03:45 pm - Application started
1/26/2026 12:12:39 pm - Status Update: SubmitStart
1/26/2026 12:12:40 pm - Created project HTR-16164 in PDox
1/26/2026 12:12:40 pm - Status Update: Complete
1/26/2026 12:12:39 pm - Application submitted

Request Name: 1 oak, front yard

Heritage Tree Removal Permit Application

Project Information

COMPLETE

Address information is verified using the City of Mountain View's address database, which can be accessed using the City's online GIS. If your address does not appear after typing in the address numbers, please contact the Mountain View Building Division at 650-903-6313. Please note: Street directions are abbreviated (e.g. West = W) and no punctuation is included (e.g. 500 W Castro St.)

Project Address *

961 Eichler Dr

REQUIRED: Address must be entered and selected from the dropdown list to populate all required address fields. If all required address fields are not populated, the application will not be accepted.

Project City *

Mountain View

Project State *

CA

Project Zip Code *

94040

Project Assessor Parcel Number

18960019

Heritage Tree Removal Information

COMPLETE

Property Type *

Single-Family Residential Property

Where is the Heritage Tree(s) located on the property? *

On private property

Number of Trees Proposed to be Removed *

1

Proposed Tree Removal No. 1

COMPLETE

Type of Tree Species *

Quercus keloggii

Tree Circumference (in inches, measured 54" above grade) *

63

Reason for Tree Removal:

1 - There is dark bleeding sign below old open wound at 6 feet from ground level. You can hear a hollow or dull sound when tapping on trunk where it was

Current Condition of Tree (Check all that apply) *

- [x] Tree is in poor health
- [x] Tree is in danger of falling
- [x] Tree is diseased with pests, insects, and/or beetles
- [ ] Tree is near end of the life span
- [ ] Tree is dead
- [ ] Tree has poor structure and/or an unbalanced canopy
- [ ] Tree is in good or fair health

Is the tree impacted by construction activity or existing conditions? Check all that apply: *

- [ ] Tree does not have proper growth space
- [ ] Tree removal is necessary to construct new improvements
- [ ] Tree is interfering with utility services (.g. electricity, gas, sewer, and/or water lines)
- [x] Tree is growing in close proximity to a structure(s) and causing damage (or will in the near future)
- [ ] Other reason

Please briefly describe your effort(s) to preserve the tree *

I bought the property about 1 year ago. I consulted with certified arborist, Henry Ardalan. How can I send you his report?

Tree Replanting Information

COMPLETE

No. of Trees Proposed to be Replanted *

2 (after completion of renovation and installment of irrigation)

The City's standard replacement requirement is 2 new trees for every 1 heritage tree removed. An in-lieu fee may be authorized if replacement is not feasible.

Estimated Time to Plant Replacement Trees (following permit approval) *

More Than 90 Days

Property Owner Information

COMPLETE

☑ Property Owner is logged in as current user.

First Name *

Elizabeth

Last Name *

McAninch

Address *

961 Eichler Dr

Address (Continued)

City *

Mountain View

State *

CA

Zip Code *

94040

Email

[redacted]

Phone Number *

[redacted]

Applicant Information

COMPLETE

☑ Applicant is current logged in user.

Applicant First Name *

Elizabeth

Applicant Last Name *

McAninch

Applicant Phone Number *

[redacted]

Applicant Email Address *

[redacted]

Applicant Address *

961 Eichler Dr

Applicant Address (Continued)

961 Eichler Dr

Applicant City *

Mountain View

Applicant State *

CA

Applicant Zip Code *

94040

Signature **INCOMPLETE**

I hereby declare that I have read and understood the above information, and:

I acknowledge that:

1. **I understand and agree that clicking on the box above identifies that I am the authorized applicant, as designated by the property owner(s), on this permit;**
2. **I hereby declare, under penalty of perjury, that the information stated on forms, plans, documents, and other materials submitted herewith in support of the application is true and correct to the best of my knowledge; and**
3. **It is my responsibility to inform the City, through the staff assigned to my permit, of any changes to information represented in this application submittal, including subsequent submittals, in a timely fashion.**

Applicant: **Elizabeth McAninch** Signature date: **2026-01-26 12:12 PM**

Payment Details

961 Eichler Drive (Application cont.)

1 - There is dark bleeding sign below old open wound at 6 feet from ground level. You can hear a hollow or dull sound when tapping on trunk where it was bleeding, suggesting internal wood decay rather than a superficial bark issue. Since bleeding is the external sign of internal problem, when bleeding combines with hollow sounding of the wood, it raises the risk level, specially when tree is close to the building.

2 - Also, tree base shows sign of bark deformation which mildly sunken near ground. There were few fungus fruiting body (mushroom) on the ground near tree base which could be associated with potential root decay.

3 - As the photo on the page 6 of Henry's arborist report exhibits, sewer line positioned under the tree root system. This may not be a problem at this time, but given the fact that the tree structural integrity has been compromised, tree failure at the base could seriously damage the sewer line.

4 - Tree canopy partially hovering over building flat foam roof . As a deciduous tree, it sheds leaves in fall on the roof with fragile structure. Current roof foam structure shows sign of weakness which partially could have been caused by leaf and twigs drop. We will be installing a new roof soon.

5 - Since the tree was defoliated at the time of my assessment, it was not possible to determine whether the tree has developed dead branches or not. Trees with internal decay loose structural strength before canopy symptoms appear. Decay column expands silently for years.

CONCLUSION

Subject tree is infected by wood rotting pathogen. Its structural integrity has been compromised beyond repair. Overall condition rating is 3, and suitability for preservation is low. Its close proximity to the building potentially pose serious safety risk for building, cars and people. Since sewer line situated under the tree root system, tree failure (up rooting) most likely will damage the sewer

system.

Henry Ardalan's RECOMMENDATION

What the subject tree is experiencing is not reversible . Decay is the result of biological activity of pathogens. It is perpetual and advancing silently and compromising tree structural integrity. Henry recommends, in order to prevent any unwanted incident in future, remove and replace subject tree with suitable replacement tree species.

HENRY ARDALAN
Horticulturist
Certified Arborist - ISA/WE # 2005
[redacted]

ARBORIST REPORT
Prepared for : Elizabeth McAninch
Prepared by : Henry Ardalan
December 22, 2025



INTRODUCTION

On December 15, 2025, Ms. Elizabeth McAninch has hired me to prepare an Arborist Report in connection with a tree in front of her property with compromised structure which potentially could be damaging to the building and sewer line at 961 Eichler Drive, Mountain View.

ASSESSMENT METHODS

1 - Site visit to identify subject tree species.

2 - Measure tree's trunk diameter at 4.5 feet from ground level, " Referred as DBH or diameter at breast hight ".

3 - Measure approximate tree hight and canopy spread.

4 - Assess tree's conflict with nearby structures.

5 - Evaluate tree's health and structural integrity (Overall Condition) using a scale of 1-5 , where 1 is a healthy, vigorous tree with good structure and 5 is a tree with serious health and structure issue and is in severe decline.

6 - Rate subject tree suitability for preservation as High, Moderate, and Low.

> *Suitability for preservation rating is a cumulatively measure used to evaluate tree health, structural integrity, size, tolerance to construction impacts, growing space, safety to property and people within striking distance and remaining life expectancy.*

7 - Develop measures to help mitigate or avoid impact to the nearby structures, and people.

OBSERVATIONS

A - Subject tree is a mid size California Black Oak " Quercus keloggii " a ***Heritage Tree*** *located in front, 6 feet from building foot print, and 16 feet from sidewalk.* ***(Site map on page 7)***

B - Trunk diameter : 20 inches measured at 4.5 feet from ground level.
Approximate hight : 50 feet
Approximate canopy spread : 30 feet

C - There is dark bleeding sign below old open wound at 6 feet from ground level. You can hear a hollow or dull sound when tapping on trunk where it was bleeding , suggesting internal wood decay rather than a superficial bark issue. Since bleeding is the external sign of internal problem, when bleeding combines with hollow sounding of the wood, it raises the risk level, specially when tree is close to the building.
(photo on page 4)

D - Also, tree base shows sign of bark deformation which mildly sunken near ground. There were few fungus fruiting body (mushroom) on the ground near tree base which could be associated with potential root decay. ***(photo on page 5)***

E - As the photo on the ***page 6*** *exhibits, sewer line positioned under the tree root system. This may not be a problem at this time, but given the fact that the tree structural integrity has been compromised, tree failure at the base could seriously damage the sewer line.*

F - Tree canopy partially hovering over building flat foam roof . As a deciduous tree, it sheds leaves in fall on the roof with fragile structure. Current roof foam structure shows sign of weakness which partially could have been caused by leaf and twigs drop. Owner is planing to install new roof.

G - Since the tree was defoliated at the time of my assessment, it was not possible to determine whether the tree has developed dead branches or not. Trees with internal decay loose structural strength before canopy symptoms appear. Decay column expands silently for years.

CONCLUSION
Subject tree is infected by wood rotting pathogen. Its structural integrity has been compromised beyond repair. ***Overall condition rating is 3, and suitability for preservation is low.***

Its close proximity to the building potentially pose serious safety risk for building , car and people . Since sewer line situated under the tree root system, tree failure (up rooting) most likely will damage the sewer system.

RECOMMENDATION
What the subject tree is experiencing is not reversible . Decay is the result of biological activity of pathogens. It is perpetual and advancing silently and compromising tree structural integrity.

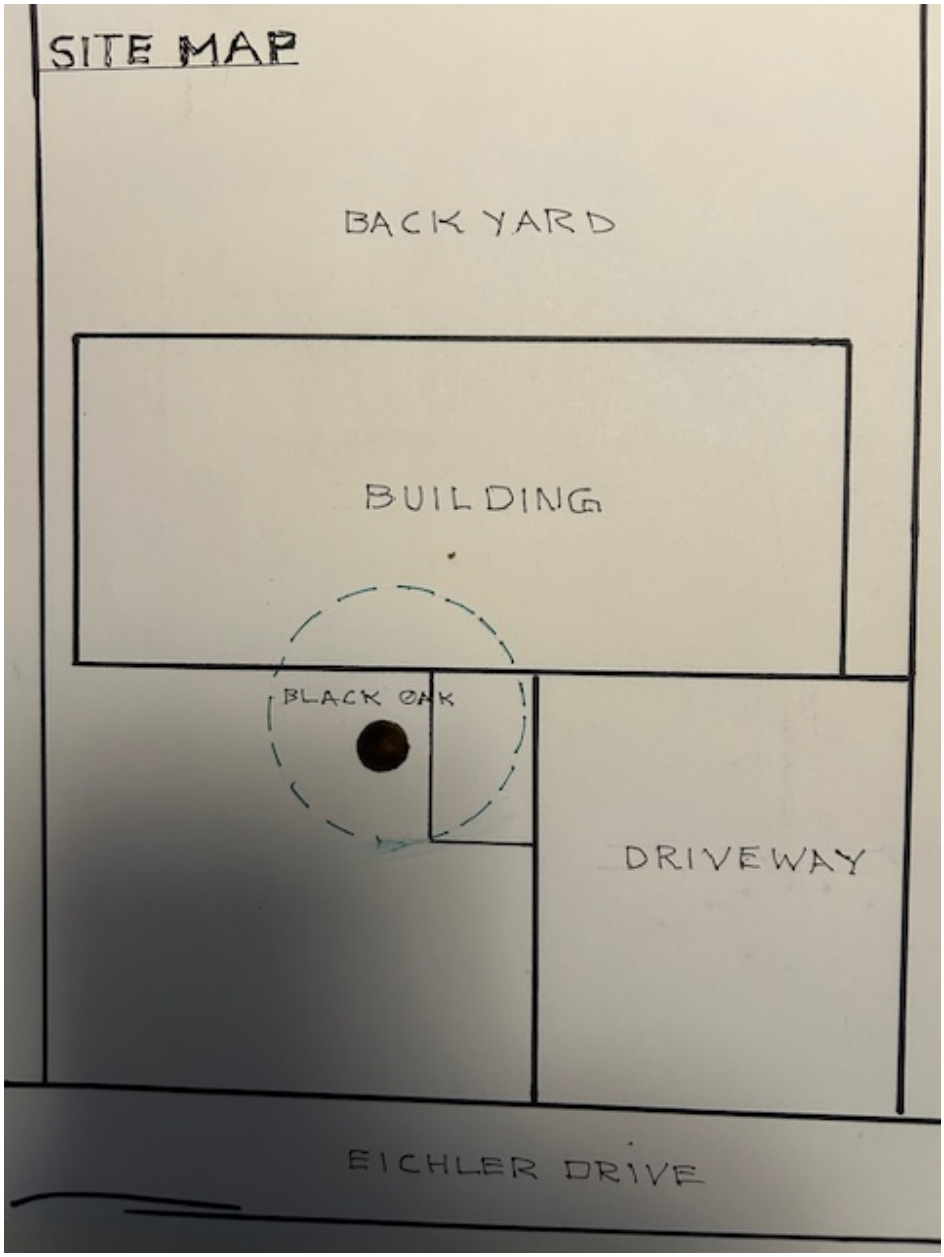
I recommend, in order to prevent any unwanted incident in future, remove and replace subject tree with suitable replacement tree species for your specific site (sun, soil, space) according to the City of Mountain View Heritage tree removal ordinance.





Green marking is direction of sewer line




SITE MAP
BACK YARD
BUILDING
BLACK OAK
DRIVEWAY
EICHLER DRIVE

ASSUMPTIONS AND LIMITING CONDITIONS

My evaluation of the subject tree condition and suitability for preservation was visually performed without probing, excavation, sample collecting or coring.

All the information regarding tree size, condition, and location were obtained from ground level.

I hold no opinion about the tree other than what I was assigned to evaluate and listed in the page 2.

No assurance can be offered for achieving the desired results by adhering to any of my recommendations.

I can't guarantee or be responsible for the accuracy of information provided by others.

Loss, alteration, or reproduction of any part of this report invalidates the entire report.

Prepared by:

Henry Ardalan
Horticulturist
Certified Arborist - ISA/WE # 2005

City of Mountain View

COMMUNITY SERVICES DEPARTMENT
URBAN FORESTRY DIVISION
231 NORTH WHISMAN ROAD, P.O. BOX 7540
MOUNTAIN VIEW, CA 94039-7540
650-903-6273 | MOUNTAINVIEW.GOV

HERITAGE TREE REMOVAL ACTION PENDING

Location: 961 EICHLER DR

Type of Tree: BLACK OAK

Upon the completion of a field inspection, Forestry Division staff has determined that the request to have the tree/trees removed be:

__ **APPROVED** **X DENIED**

CONDITION OF TREE / CONDITIONS AFFECTING THE TREE: Deciduous tree without any signs of decline or structural issues. Roots were recently cut for trench for a new sewer line to home, impacts to health of tree are undetermined at this time and no documentation of impacts were provided. Tree was sounded with a mallet for indications of internal decay and no decay was detected. No fungal fruiting bodies were found on site. Future pruning and scheduled maintenance can address concerns of leaves falling on flat roof. Trunk located approximately 7 feet to home, no damage to home was found or provided. Does not meet ordinance criteria for removal.

Any person wishing to appeal this action must file an appeal, with fee, with the City Clerk's Office, 500 Castro Street, Mountain View, CA. The office is open for drop-ins Monday to Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Appeals must be submitted by **5:00 p.m., February 19, 2026.**

For further information regarding this Heritage Tree Removal Notice, contact the Forestry Division Office at (650) 903-6273.

Date Posted: February 9, 2026

Russell Hansen, Urban Forest Manager

Distribution: Post, Forestry, City Clerk

City of Mountain View

9589 0710 5270 3175 2358 47

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Domestic Mail Only

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To: Elizabeth McAninch
Street: 961 Eichler Dr
City: Mountain View, CA 94040

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

February 9, 2026

Elizabeth McAninch
961 Eichler Dr
Mountain View, CA 94040

HERITAGE TREE REMOVAL APPLICATION: **961 EICHLER DR/HTR-16164**

Dear Elizabeth,

Your request to remove **one (1) Black Oak Heritage tree** has been denied after a field inspection and review by the Urban Forestry Division.

Your removal request is defined by the City Ordinance, Article I, in accordance with The Mountain View City Code, Article II, Section 32.35, Paragraph (1), which states:

1. The condition of the tree with respect to the age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures and interference with utility services.

Following the Forestry staff's inspection, it was observed that the Heritage trees do not meet the removal criteria.

This decision has been posted on the property. For an explanation of the appeal process, please refer to the enclosed Heritage tree Notice.

If you have any questions, please call this office at (650) 903-6273.

Sincerely,

Russell Hansen
Urban Forest Manager

HomeGuard Incorporated

Roof Inspection Report



961 Eichler Drive, Mountain View

Ordered by: [redacted]

Inspected by: [redacted]

August 6, 2024

[redacted]

SCOPE OF THE INSPECTION:

The roof of the dwelling at the above property has been inspected by a qualified inspector employed by HomeGuard Incorporated. The professional opinion of the inspector contained in this report is solely an opinion and does not constitute a warranty or guarantee. The inspector has inspected all exterior roof components and documented in general terms the type of roof, its intended life and overall condition at the time of this inspection. Where accessible, HomeGuard Incorporated has noted all conditions that may compromise any inspected roof component's ability to shed water and/or realize its intended life. Verification of actual roof performance and/or troubleshooting of existing conditions, such as water testing, are NOT included in the scope of our inspection unless specifically requested and mentioned in our report. This inspection should not be considered a guarantee of actual roof performance, as performance is contingent upon the condition of internal system components not accessible to our inspector. This roof was not inspected for conformance to local building codes. The inspector has not inspected the attic area nor did the inspector perform a visual interior inspection looking for past or present roof performance issues. All present and prior disclosures along with other inspection reports should be reviewed and addressed prior to the close of escrow.

Work performed by others will be re-inspected at the cost of $125.

GENERAL DESCRIPTION:

This structure is a one story single family dwelling. Unless specifically mentioned in this report, the following are NOT included in this report: decks, balconies, detached structures, patio covers, out buildings, sheds, skylights and bonus rooms. There are solar panels on the roofs surface, we were unable to inspect the roof covering at these areas.

Main Roof:
The roof is a dimensional composition shingle, brown in color, the number of roof layers is unknown. The typical life expectancy of this roofing material is 25-30 years. The pitch of the roof appears to be low slope-8:12. The overall condition of the roof is serviceable. The estimated remaining serviceable life of the roof is 5-8 years on completion of all repairs.

Low Slope Portion of the Roof:
The roof is a tar & gravel roofing system. The typical life expectancy of this roofing material is 15-20 years. The estimated remaining serviceable life of the roof is 5-8 years on completion of all repairs. The pitch of the roof appears to be low slope. The overall condition of the roof is serviceable. NOTE: HomeGuard does not warrant the performance of any roof application where the slope is less is 3:12 (3 inch rise per 12 inch span) or less; furthermore, HomeGuard Inc. does not verify the substraight for proper slope and/or adequate drainage. NOTE: This report notes only readily apparent defects at the tar and gravel roof. Because gravel covers much of the roof's surface hidden defects may exist. HomeGuard does not guarantee the performance of any tar and gravel roof systems.

FINDINGS:

1. Roof(s) pictured. (See Photo 1)
2. There is debris at the skylight(s) that impedes water travel. Poor water travel can lead to premature wear and tear and subsequent leakage. (See Photo 2)

   RECOMMENDATION:
   Remove the debris around the skylight(s), where needed to ensure a watertight condition. Bid includes removal and reinstallation of roof covering if needed.
3. The fasteners has been previously sealed with mastic/caulk. The mastic/caulk has cracked and is pulling away from the surface it was intended to seal. (See Photo 3)

   RECOMMENDATION:
   Apply an additional layer mastic/caulk as needed to ensure a proper seal. If the area is over a painted surface, we will paint to match as closely as possible for cosmetic reasons, weather permitting.
4. The pictured skylight flashing is lacking proper seal, subsequently, wind driven water may enter beneath the roofing system. (See Photo 4)

RECOMMENDATION:
Seal the pictured skylight flashing as necessary to ensure a watertight condition.

5. There are multiple areas where the fasteners used to secure the shingles have come loose and are working their way through the shingles. (See Photo 5)

   RECOMMENDATION:
   Secure shingles where fasteners have penetrated through and seal as necessary using approved caulking or mastic.

6. Debris has accumulated and is impeding water travel at the roof-to-wall intersection(s). To avoid water penetration through these areas we recommend the roof-to-wall intersections be cleared of debris. (See Photo 6)

   RECOMMENDATION:
   Remove debris from the roof to wall intersection, where necessary to ensure proper drainage. Bid includes removal and reinstallation of roof covering if needed.

7. Debris is impeding water travel at the solar panels. (See Photo 7) (See Photo 9)

   RECOMMENDATION:
   Remove debris at the solar panels, where accessible only.

8. There is debris on the roof that impedes water travel. (See Photo 8) (See Photo 15)

   RECOMMENDATION:
   Clear roof of all debris; this a one time service. If additional damage is revealed after debris is removed, a supplemental report will be issued with additional findings and recommendations.

9. The perimeter curb is beginning to deteriorate, due to age, at many areas. (See Photo 10) (See Photo 11) (See Photo 22)

   RECOMMENDATION:
   Seal the perimeter curb as necessary using elastomeric sealant or the 3 course system.

10. The roofing membrane at the pictured areas shows excessive wear & tear and appears vulnerable leakage. (See Photo 12) (See Photo 16) (See Photo 17)

    RECOMMENDATION:
    Seal the roof membrane at the pictured areas, using elastomeric sealant as we deem necessary to ensure a water-tight condition.

11. The caulk/mastic seal at the roof-to-wall intersection has cracked open and may allow direct water entry into the structure. (See Photo 13)

    RECOMMENDATION:
    Reseal the roof to wall intersection with a fresh coat of mastic. If the area is over a painted surface, we will paint to match as closely as possible for cosmetic reasons. Weather permitting.

12. There are damaged shingles in the field. (See Photo 14)

    RECOMMENDATION:
    Replace and/or repair damaged shingles in the field, where needed to ensure a watertight condition. If replaced we will use closest matching material readily available. If repaired additional granules of similar color will be used.

13. During the course of this inspection we noted areas of the shingles to have significant granule loss. Loss of the protective granules will lead to the shingles deterioration and eventual failure. While the shingles appear to be functional at this time, this condition should be monitored for future performance. (See Photo 13) (See Photo 18)

14. There are exposed fasteners in the field that may leak if not sealed. (See Photo 19)

RECOMMENDATION:

Seal all exposed fasteners in the field using approved caulking or mastic.

15. A tree is overhanging the roof's surface. Under windy conditions the branches will rub against the roof causing subsequent damage to the roof surface. To prevent premature roof wear, owner is to trim away all tree branches that can potentially rub against the surface of the roof. (See Photo 20)
16. There is an insufficient amount of gravel on the roofs surface to adequately protect the roofing material due to rain water washing the loose gravel to the lowest portions of the roof; in these areas we must redistribute the gravel. (See Photo 21)

    RECOMMENDATION:

    Redistribute the gravel in the areas that are lacking a sufficient amount.
17. The damaged/ loose solar panels are resting directly on the roof surface, this condition is not allowing water to drain from the roof surface. Furthermore, the solar panels are rubbing against the roof causing premature wear and tear. The owner is advised to contact a contractor or someone in this line of work to inspect this area and make any recommendations and/or repairs deemed necessary for proper drainage and protection of the roof. (See Photo 23)
18. Moss growth on the roof covering was noted in a few areas. Moss growth is a natural occurring phenomenon and does not generally affect roof performance. (See Photo 24)

SUMMARY:

The cost to service item(s) 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16 is listed in the attached agreement pages. If any hidden defects or damages are uncovered during the course of repairs, a supplemental report will be issued. HomeGuard, Incorporated does not warranty repairs performed by others. For maintenance and/or warranty information, interested parties are advised to contact the original contractor and/or the manufacture. HomeGuard, Incorporated does not warranty repairs performed by others.

Report Photographs

The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. Please contact HomeGuard if you have any questions.



Photo 01



Photo 02

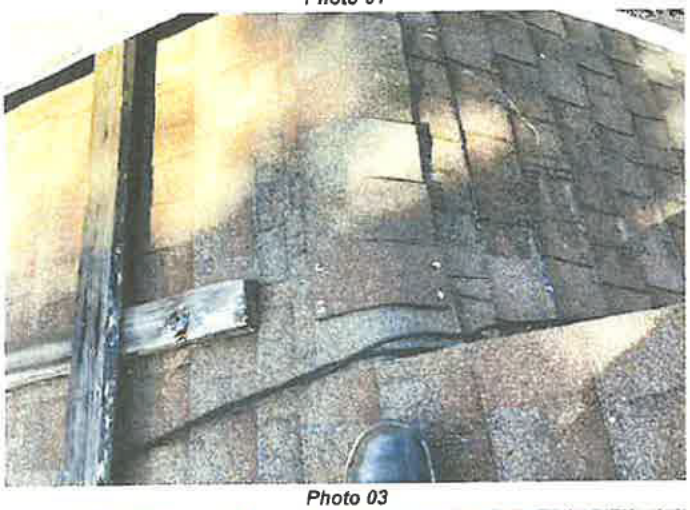


Photo 03



Photo 04



Photo 05



Photo 06



Photo 07



Photo 08



Photo 09



Photo 10



Photo 11



Photo 12


Photo 13


Photo 14


Photo 15


Photo 16


Photo 17


Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24

HomeGuard Incorporated
[redacted]

HOME IMPROVEMENT CONTRACT AUTHORIZATION AGREEMENT

To schedule work, email or fax this signed Authorization Agreement, or call directly:
[redacted]

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor before any work may be started.

HomeGuard Incorporated is authorized to proceed with the work outlined in the recommendations of the roof report no. 641844 for the property located at 961 Eichler Drive, Mountain View.

CONTRACT PRICE

Owner shall pay HomeGuard, Incorporated the fixed sum of $_____ (the "contract price") for the work to be performed under this contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to allowances as provided in the below paragraphs.

DESCRIPTION OF THE PROJECT AND THE DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED

Reference the attached report for a description of the project and the materials to be used.

APPROXIMATE START AND COMPLETION DATE

The work to be performed under this contract shall be commenced on approximately _____ (work start date), The project shall be completed by approximately _____ (work completion date), subject to permissible delays as defined in this contract, or by weather conditions.

HOMEGUARD INCORPORATED AGREES:

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any plants or other life.
4. This contract carries commercial general liability insurance written by Accord Insurance. You may call the insurance company at 925-244-7700 to check the contractor's insurance coverage.
5. HomeGuard Incorporated carries workers' compensation insurance for all employees.

OWNER OR OWNER'S AGENT AGREE:

1. To pay for services rendered including any additional services requested, upon completion of work.
2. To pay a service charge of 1.5% per month or portion of any month beyond 30 days after completion.
3. To grant HomeGuard Incorporated a security interest in the above described real property to secure payment of the sum for work and/or inspection(s) completed.
4. Not to hold HomeGuard Incorporated responsible for any acts of Go

BOTH PARTIES AGREE:

1. If additional damage is discovered by HomeGuard Incorporated during the performance of work, the company agrees to notify the owner or owner's agent of the amount of the damage and the cost to perform the additional work. This work will be performed upon written authorization.
2. If any additional work is deemed necessary by the local building inspector, said work will not be performed without authorization from the owner or owner's agent.

HomeGuard Incorporated
[redacted]

HOME IMPROVEMENT CONTRACT AUTHORIZATION AGREEMENT

To schedule work, email or fax this signed Authorization Agreement, or call directly:
[redacted]

LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT

The following notices are included in the attachment:

- **Commercial general liability insurance.**
- **Workers' compensation insurance.**
- **Performance of extra or change order work notice.**
- **Mechanic's lien warning.**
- **Contractor's Board notice.**
- **Cancellation notice.**
- **Notice of Three-day right to Cancel.**

By initialling the owner acknowledges receipt of attached documents. Initials _____ _____

NOTICE OF THREE-DAY RIGHT TO CANCEL

You, the purchaser of services, have the right to cancel this contract within 3 business days. You may cancel by emailing, mailing, faxing or delivering a written notice to the HomeGuard Incorporated at 58 Wright Brothers Avenue, Livermore, CA 94551 by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you receive a signed copy of the contract and this notice.

If you cancel, HomeGuard Incorporated must return to you anything you paid within 10 days of receiving the notice of cancelation. For your part, you must make available to HomeGuard Incorporated at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with HomeGuard Incorporated's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to HomeGuard Incorporated and HomeGuard Incorporated does not pick them up within 20 days of the date of your notice of cancelation, you may keep them without any further obligation. If you fail to make the goods available to HomeGuard Incorporated, or if you agree to return the goods to the HomeGuard Incorporated or fail to do so, then you remain liable for performance of all obligations under the contract.

Signature: _____ Date: _____

NOTICE TO OWNER - MECHANICS LIEN

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the County Recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who help to improve your property may record mechanic's liens and sue you in court to foreclose the lien. If the court finds the lien valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice". This notice is not a lien. The purposes of the notice is to let you know that a person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the preliminary notices. You will not get preliminary notices from your prime contractor or from laborers who work on your project. The law assumes that you already know that they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all these subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods and materials. Then wait 20 days, paying attention to the preliminary notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your subcontractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a preliminary notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's web site at www.cslb.ca.gov or call CSLB at 1-800-321-2752.

Remember if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the for sale of your home to pay what you owe.

INFORMATION ABOUT CONTRACTOR'S STATE LICENSE BOARD (CSLB)

CSLB is the State Consumer Protection Agency that licenses and regulates construction contractors. Contact CSLB for information about the license contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually 4 years), CSLB has authority to investigate the complaint. Licensed contractors are regulated by laws designed to protect the public. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in a civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information; Visit CSLB's web site at www.cslb.ca.gov, or call 1-800-321-2752, or write at PO Box 26000, Sacramento, CA 95826

NOTICE TO OWNER - HOME INSPECTION

If a Home Inspection has been or will be performed by HomeGuard Incorporated on this property, the following consumer disclosure applies:

(A) The same company that performs the roof inspection and roof repairs will perform the home inspection on the same property.

(B) Any repairs that are authorized by the consumer are for the repairs identified in the roofing contractor's roof inspection report

HomeGuard Incorporated
[redacted]

HOME IMPROVEMENT CONTRACT AUTHORIZATION AGREEMENT

To schedule work, email or fax this signed Authorization Agreement, or call directly:
[redacted]

The minimum service charge for any work is $325. HomeGuard Incorporated does not guarantee the roof or any of the below mentioned work performed to be leak-free.

Corrective items:

$5,095.00

Items 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16

BINDING ARBITRATION PROVISION

Any dispute, claim, or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, or validity thereof including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county of the property mentioned in this contract before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties agree that the arbitrator shall be a retired judge from the county in which the arbitration takes place.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contact, and the effect the order will have on the schedule of progress payments.

The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 641844 is attached hereto and incorporated herein:

OWNER OR OWNERS AGENT DATE: _____ BY: _____, HomeGuard Incorporated

X_____DATE_____ ESCROW OFFICER:_____

Print Name_____ ESCROW PHONE NO:_____

Phone No_____ ESCROW CO/NO:_____

email_____

Name of person providing access _____ Phone Number _____

NOTICE OF DELAYED PAYMENT ACCOMMODATION FEE

The charges listed in this contract are due upon the completion of work, however HomeGuard Incorporated can accommodate the escrow process/ delayed payment option and bill directly to escrow if so desired. The fee structure for any delayed billing, is as follows: total work under $500.00 is $65.00; total work between $500.00 and $2000.00 is $95.00; total work between $2000.00 and $5000.00 is $135.00; total work above $5000.00 is $225.00. The delayed payment accommodation fee will be waived when payment is received by HomeGuard Incorporated within five (5) days of issuance of the Notice of Completion.

PLEASE BE SURE TO SIGN AND SEND ALL PAGES

HomeGuard Incorporated
[redacted]

HOME IMPROVEMENT CONTRACT AUTHORIZATION AGREEMENT

To schedule work, email or fax this signed Authorization Agreement, or call directly:
email: [redacted] **Fax:** [redacted] **Direct:** [redacted]

NOTICE OF CANCELLATION

_____
(ENTER DATE OF TRANSACTION)

You may cancel this transaction, without any penalty or obligation, within 3 business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, email, fax or deliver a signed and dated copy of this cancellation notice, or any other written notice to: HomeGuard Incorporated, 58 Wright Brothers Avenue, Livermore, CA 94551 not later than midnight of _____ (date).

I hereby cancel this transaction _____ (date)

_____
(Owners Signature)

HomeGuard Incorporated

Invoice Date: **8/6/2024**
Invoice No: **LIV1096151R**

Invoice

Bill To:

[redacted]

Property Information:

Address: **961 Eichler Drive**
Mountain View CA, 94040
Report No. **641844**
Escrow No.

Billing Information:

Inspection: **8/6/2024 Complete**	[redacted]
Notice of Completion:	**$0.00**
Other:	**$0.00**
Total Due:	[redacted]

DUE UPON RECEIPT - Please remit to: [redacted]
There is a $25 fee for all returned checks.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
961	Eichler Dr.	Mountain View	94040	08/06/2024	6

First Choice Termite Control
[redacted]

Report # : 3984
Registration # : PR1567
Escrow # :
☐ CORRECTED REPORT

Ordered by:	Property Owner and/or Party of Interest:	Report sent to:
[redacted]		[redacted]

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

GENERAL DESCRIPTION:
Single story wood framed residence, with wood siding. Furnished and occupied at the time of the inspection.

Inspection Tag Posted:
Utility closet

Other Tags Posted:
None current

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

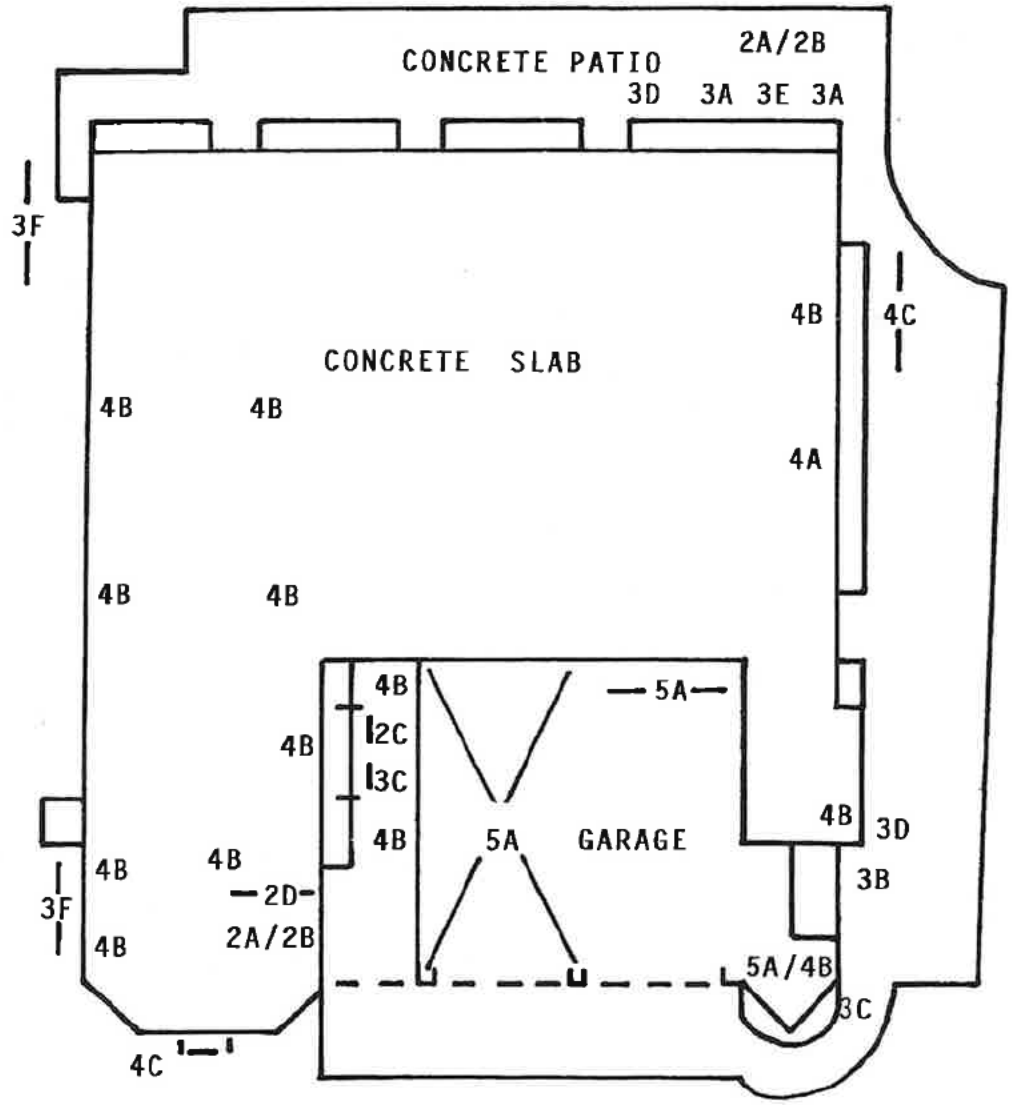
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

Diagram Not To Scale

SEE DIAGRAM ON NEXT PAGE

Inspected By: [redacted] **State License No.** OPR14151 **Signature:** [redacted]

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 Street, Suite 1500, Sacramento, California, 95815-3831.
NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 04/2015)


CONCRETE PATIO
2A/2B
3D 3A 3E 3A
3F
4B
4C
CONCRETE SLAB
4B 4B
4A
4B 4B
4B
5A
4B
2C
3C
4B
4B
5A
GARAGE
4B
3D
3B
4B
4B
2D
3F
2A/2B
4B
5A/4B
3C
4C

FRONT

FIRST CHOICE TERMITE CONTROL

961 Eichler Dr.	Mountain View	CA	94040
Address of Property Inspected	City	State	ZIP

08/06/2024	3984	
Date of Inspection	Corresponding Report No.	Escrow No.

WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company, or it's employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

The exterior Surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

FIRST CHOICE TERMITE CONTROL

961	Eichler Dr.	Mountain View	CA	94040
Address of Property Inspected		City	State	ZIP

08/06/2024	3984	
Date of Inspection	Corresponding Report No.	Escrow No.

SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND.

FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(s) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR II.

NOTE: This is a separated report which is defined as Section 1/Section 2 conditions evidence on the date of inspection. Section 1 contains items where there is evidence of active infestations, infections, or conditions that have resulted in or from infestation or infection. Section 2 items are conditions deemed likely to lead to infestation but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as Section 1 or Section 2 as per the Structural Pest Control Board.

2. DRYWOOD TERMITES:

2A - Section I
Evidence of drywood termite activity was found to the interior and exterior of the structure. Indicated at 2A on the diagram. This infestation appears to go into inaccessible areas.

RECOMMENDATION: Fumigate the structure with an approved lethal gas to eradicate the infestation of drywood termites. Termite operator is not responsible for any damage to the roof, plant life around the building or the TV antenna during the course of fumigation. All reasonable care will be taken to avoid damage of any type. Fumigant to be used is Vikane (Sulfuryl Fluoride). Warning agent Chloropicrin. (SECTION 1)

Any preparation of the structure for fumigation is the owner's responsibility, which may include removal of antennas, pruning of shrubbery and detaching of fences, etc.

It is the homeowner's responsibility to contact PG&E to re-establish gas service to the structure at the end of the fumigation.

2B - Section I
Evidence of drywood termite activity (fecal pellets) were noted to the interior and exterior of the structure. Indicated at 2B on the diagram.

RECOMMENDATION: Remove and/or mask all accessible termite pellets to aid in future inspections. (SECTION 1)

2C - Section I
Drywood termite damage was found to the exposed roof sheathing to the skylight at the covered front entry. Indicated at 2C on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

2D - Section I
Minor drywood termite damage was found to the exposed roof sheathing in the front left bedroom. Indicated at 2D on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

FIRST CHOICE TERMITE CONTROL

961 Eichler Dr.	Mountain View	CA	94040
Address of Property Inspected	City	State	ZIP

08/06/2024	3984	
Date of Inspection	Corresponding Report No.	Escrow No.

3. FUNGUS / DRYROT:

3A - Section I
Fungus and drywood termite damage were found to the plywood siding at the rear of the structure. Indicated at 3A on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

3B - Section I
Fungus and moisture damage were found to the utility closet door on the right side of the structure. Indicated at 3B on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

3C - Section I
Fungus damage was found to the wood siding (combed) at the front of the structure. Indicated at 3C on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

3D - Section I
Fungus damage was found to the roof trim boards on the right and rear sides of the structure. Indicated at 3D on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

3E - Section I
Fungus damage was found to the wood window framing at the rear of the structure. Indicated at 3E on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

3F - Section I
Fungus damage was found to the plywood siding on the left side of the structure. Indicated at 3F on diagram.

RECOMMENDATION: Owner is advised to contact a licensed contractor to make all necessary repairs/replacements to correct these conditions. (SECTION 1)

4. OTHER FINDINGS:

4A - Section II
The sink cabinet bottom in the kitchen is moisture damaged. Indicated at 4A on the diagram.

RECOMMENDATION: Owner is advised to contact a proper tradesman to make any necessary repairs. (SECTION 1)

4B - Section II
Water stains were noted to the exposed roof sheathing in various areas. Indicated at 4B on the diagram. This could indicate possible past or present roof leakage.

RECOMMENDATION: Owner is advised to contact a licensed roofing contractor to inspect the roof covering and to make any repairs deemed necessary. (SECTION 2)

4C - Section II
A marginal to faulty grade condition exists at the front and right sides of the structure. Also, earth to wood contacts were noted to

FIRST CHOICE TERMITE CONTROL

961 Eichler Dr.	Mountain View	CA	94040
Address of Property Inspected	City	State	ZIP

08/06/2024	3984	
Date of Inspection	Corresponding Report No.	Escrow No.

the base of the exterior wood siding in some areas. Indicated at 4C on the diagram.

RECOMMENDATION: Owner is advised to lower the soil in this general area to break all earth to wood contacts and also to expose 2" to 4" of the concrete foundation. Grade soil to slope away from the structure. (SECTION 2)

4D - Section II
The tub/shower valve in the hall bath was found to leak when turned on. Indicating a faulty valve.

RECOMMENDATION: Owner is advised to contact a licensed plumbing contractor to inspect and make all repairs deemed necessary to correct this condition. (SECTION 2)

4E - Section II
The toilet in the hall bath was found to be loose.

RECOMMENDATION: Reset the toilet on a new wax seal, using new toilet bolts to correct this condition. (SECTION 2)

4F - Section II
Water stains were added to the sheetrock wall under the sinks in the master bath. However, no outward signs of leakage was noted at this time.

RECOMMENDATION: Owner is advised to contact a licensed plumbing contractor to inspect and make all necessary repairs to correct this condition. (SECTION 2)

5. FURTHER INSPECTION:

5A - Further Inspection
A thorough inspection of the garage walls was impractical at this time due to storage and cabinets. Indicated at 5A on the diagram.

RECOMMENDATION: If owner or interested parties would like a further inspection of this area, one would be performed after stored and cabinets have been moved. A supplemental report will be issued listing any findings and cost, if any. NOTE: A $95.00 fee will be charged for this report. (UNKNOWN)

Thank you for selecting us to perform a structural pest control inspection on your property. Should you have any questions regarding this report, please call us directly by the contact information provided on the first page of the inspection report.

Our inspectors have determined that your property will benefit from a safe application of chemicals commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to provide you and your occupants with the following information prior to any application of chemicals to such property.

Please take a few moments to read and become familiar with the content. State law requires that you be given the following information:

CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural pest control companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on scientific evidence, there are no appreciable risks weighted by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized.

If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control operator immediately.

For further information, contact any of the following agencies in your area:

First Choice Termite Control

[redacted]

WORK AUTHORIZATION

Report #: 3984

No work will be performed until a signed copy of this agreement has been received.

Address of Property : 961 Eichler Dr.
City: Mountain View
State/ZIP: CA 94040

The inspection report of the company dated, **08/06/2024** is incorporated herein by reference as though fully set forth.
The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of $_____ . This total amount is due and payable within 30 days from completion repair work and/or chemical application.

THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of **ninety (90) days**. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants, or roof.

THE OWNER OR OWNER'S AGENT AGREES

To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter total amount above:

NOTICE TO OWNER

Under the California Mechanics Lien Law, any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

ITEMS

Prefix	Section I	Section II	Further Inspection	Other
2A	2,150.00	0.00	0.00	0.00
2B	150.00	0.00	0.00	0.00
2C	CONTRACTOR	0.00	0.00	0.00
2D	CONTRACTOR	0.00	0.00	0.00
3A	CONTRACTOR	0.00	0.00	0.00
3B	CONTRACTOR	0.00	0.00	0.00
3C	CONTRACTOR	0.00	0.00	0.00
3D	CONTRACTOR	0.00	0.00	0.00
3E	CONTRACTOR	0.00	0.00	0.00
3F	CONTRACTOR	0.00	0.00	0.00
4A	0.00	PROPER TRADES	0.00	0.00
4B	0.00	ROOFER	0.00	0.00
4C	0.00	OWNER	0.00	0.00
4D	0.00	PLUMBER	0.00	0.00
4E	0.00	PLUMBER	0.00	0.00

Property Owner: _____ Date: _____ Inspected By: _____ Date: _____

Owner's Agent: _____ Date: _____

Docusign Envelope ID: 519EF3A2-F456-4A33-9E99-516AA9D19D8B

RECEIPT FOR DOCUMENTS

Property: **961 Eichler Dr, Mountain View CA 94040**

Escrow Information: First American Title Company [redacted]

Enclosed you will find the following disclosures:

- Receipt for Documents
- Disclosure Regarding Real Estate Agency
- Possible Representation of More than One Buyer or Seller
- Transfer Disclosure Statement
- Seller Property Questionnaire
- Listing Agent Visual Inspection
- Market Conditions Advisory
- Lead Based Paint Hazards Disclosure
- Water Heater and Smoke Alarm Statement of Compliance
- Water Conserving Plumbing Fixtures Advisory
- Residential Earthquake Risks Disclosure Statement
- Square Footage and Lot Size Advisory
- San Mateo/Santa Clara Counties Advisory
- Statewide Buyer and Seller Advisory
- Fair Housing and Discrimination Advisory
- CA Consumer Privacy Act Advisory
- Receipt for Environmental Booklet
- Deposit Agreement Addendum
- Deposit and Square Footage Addendum
- Natural Hazard Disclosure Signature Page
- Preliminary Title Report Cover Page
- Home Inspection Report Cover Page
- Termite Inspection Report Cover Page
- Roof Inspection Report Cover Page
- Lot Size Calculation
- Pool Inspection Report
- Pool Information

WE HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE LISTED DOCUMENTS:

Buyer [redacted] Elizabeth McAninch Date: 10/8/2024

63D726DB65F3417

Buyer: _____ Date: _____

Agent Representing Buyer [redacted] Date: 10/7/2024

[redacted]

E

Docusign Envelope ID: 519EF3A2-F456-4A33-9E99-516AA9D19D8B

CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

A Buyer's 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 salespersons and broker associates, 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, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

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.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Signed by:

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenan[redacted] Date 8/11/2024

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenan[redacted] Date 8/11/2024

Agent[redacted] # 01354442

By [redacted] Date 8/9/2024

55DA832644454445 (Salesperson or Broker Associate, if any)

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[redacted]

CIVIL SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 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. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate 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 salesperson or broker associate functions. **(b)** "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 a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller 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, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's 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 seller's 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 buyer's agent that 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, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, 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 retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving 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 shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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

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

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

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)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** 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 seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

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

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

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ___).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF *Mountain View*, **COUNTY OF** *Santa Clara*, **STATE OF CALIFORNIA, DESCRIBED AS** *961 Eichler Dr, Mountain View, CA 94040*.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 08/08/24. **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 § 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: _____

☐ *No substituted disclosures for this transfer.*

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:*

- ☒ Range
- ☒ Oven
- ☒ Microwave
- ☒ Dishwasher
- ☐ Trash Compactor
- ☒ Garbage Disposal
- ☒ Washer/Dryer Hookups
- ☐ Rain Gutters
- ☐ Burglar Alarms
- ☒ Carbon Monoxide Device(s)
- ☒ Smoke Detector(s)
- ☐ Fire Alarm
- ☐ TV 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
- ☐ Gazebo
- ☐ Security Gate(s)
- ☒ Garage:
  - ☒ Attached ☐ Not Attached
  - ☐ Carport
  - ☐ Automatic Garage Door Opener(s)
  - ☐ Number Remote Controls ____
- ☐ Sauna
- ☐ Hot Tub/Spa:
  - ☐ Locking Safety Cover

- ☒ Pool:
  - ☐ Child Resistant Barrier
- ☐ Pool/Spa Heater:
  - ☐ Gas ☐ Solar ☐ Electric
- ☒ Water Heater:
  - ☒ Gas ☐ Solar ☐ Electric
- ☒ Water Supply:
  - ☒ City ☐ Well
  - ☐ Private Utility or Other _____
- ☒ Gas Supply:
  - ☒ Utility ☐ Bottled (Tank)
- ☒ Window Screens
- ☐ Window Security Bars
  - ☐ Quick Release Mechanism on Bedroom Windows
- ☐ Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in Kitchen; Master Bath 220 Volt Wiring in _____ Fireplace(s) in Living Room
☐ Gas Starter _____ ☐ Roof(s): Type: Composition Age: 15 (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): _____

(*see note on page 2)

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Seller's Initials AH / JH Buyer's Initials (Initial) EM / _____

Property Address: *961 Eichler Dr, Mountain View, CA 94040* Date: 8/8/24

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 § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 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. § 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 § 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
   (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
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 See title if there are CC+R's ☐ 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 § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 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 § 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 § 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

[redacted] Date 8/8/24

Date 8/8/24 Initial

Property Address: *961 Eichler Dr, Mountain View, CA 94040* Date: 8/8/2024

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) *Intero Real Estate Services, Inc.* By [redacted] Date 8/8/2024
(Please Print) (Associate Licensee or Broker Signature)
Eric Fischer-Colbrie

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) [redacted] Date 10/7/2024

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 [redacted]

Seller [redacted] Elizabeth McAnn 10/8/2024 Date

Seller [redacted] Date
Ann Hewitt

Agent (Broker Representing Seller) *Intero Real Estate Services, Inc.* By [redacted] Date 8/8/2024
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) SALA Homes & Associates [redacted] Date 10/7/2024
(Please Print)

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

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

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as *961 Eichler Dr*, Assessor's Parcel No. *189-60-019*, situated in *Mountain View*, County of *Santa Clara* California ("Property").

☐ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

1. **Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.**
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Answer based on actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by a Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
   - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Something that may be material or significant to you may not be perceived the same way by the Seller.
   - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." **A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.** Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19.**
5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
   Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ..... ☐ Yes ☐ No
   Note: If yes, provide any such documents in your possession to Buyer.
   Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☐ Yes ☒ No
     (Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/ AIDS.)
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... ☐ Yes ☒ No
   - **C.** The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☒ No
   - **D.** Whether the Property is located in or adjacent to an "industrial use" zone ..... ☐ Yes ☒ No
     (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **E.** Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☒ No
   - **F.** Whether the Property is located within 1 mile of a former federal or state ordnance location
     (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ..... ☐ Yes ☒ No
   - **G.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☒ No
   - **H.** Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☒ No
   - **I.** Matters affecting title of the Property ..... ☐ Yes ☒ No
   - **J.** Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ..... ☐ Yes ☒ No

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Sellers ~~Buyer's~~ Initials SH / AH Buyer ~~Seller's~~ Initials B.C. / _____

K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ..... ☐ Yes ☒ No
L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No
Explanation, or ☐ (if checked) see attached: _____

7. REPAIRS AND ALTERATIONS: **ARE YOU (SELLER) AWARE OF...**

A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☒ Yes ☐ No
B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ..... ☒ Yes ☐ No
C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☐ Yes ☒ No
D. Any part of the Property being painted within the past 12 months ..... ☐ Yes ☒ No
E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☒ Yes ☐ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ..... ☐ Yes ☒ No
(2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ..... ☐ Yes ☐ No
F. Whether you purchased the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No
(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☐ Yes ☐ No
Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of $500 or more.
Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached: 7A See attached Kitchen remodel with permit ~23 yrs ag
some double pane windows installed, hall bath partial remodel 2023 no permit, 1+ master bath

8. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... ☐ Yes ☒ No
B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No
C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ..... ☐ Yes ☒ No
D. An alternative septic system on or serving the Property ..... ☐ Yes ☒ No
E. Whether any structure on the Property other than the main improvement is used as a dwelling ..... ☐ Yes ☒ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ..... ☐ Yes ☐ No

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☐ Yes ☒ No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ..... ☐ Yes ☐ No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☒ Yes ☐ No
B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. ☐ Yes ☒ No
C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

Explanation: See roof report

11. PETS, ANIMALS AND PESTS: **ARE YOU (SELLER) AWARE OF...**

A. Past or present pets on or in the Property ..... ☒ Yes ☐ No

Property Address: *961 Eichler Dr, Mountain View, CA 94040*

B. Past or present problems with livestock, wildlife, insects or pests on or in the Property ..... ☒ Yes ☐ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ..... ☒ Yes ☐ No
If so, when and by whom See pest report & receipt
Explanation:

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

A. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☒ No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ..... ☐ Yes ☒ No
C. Use of any neighboring property by you ..... ☐ Yes ☒ No
Explanation:

13. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☐ Yes ☒ No
B. Operational sprinklers on the Property ..... ☒ Yes ☐ No
(1) If yes, are they ☒ automatic or ☐ manually operated.
(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ☐ Yes ☒ No
C. A pool heater on the Property ..... ☐ Yes ☒ No
If yes, is it operational? ..... ☐ Yes ☐ No
D. A spa heater on the Property ..... ☐ Yes ☒ No
If yes, is it operational? ..... ☐ Yes ☐ No
E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... ☐ Yes ☒ No
Explanation:

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE) ARE YOU (SELLER) AWARE OF...

A. Property being a condominium or located in a planned unit development or other common interest subdivision.... ☐ Yes ☒ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☒ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
D. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☒ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ..... ☐ Yes ☒ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☒ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ..... ☐ Yes ☐ No
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ..... ☐ Yes ☐ No
Explanation:

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...

A. Other than the Seller signing this form, any other person or entity with an ownership interest ..... ☐ Yes ☒ No
B. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ..... ☐ Yes ☒ No
D. 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
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ..... ☐ Yes ☒ No
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ..... ☐ Yes ☒ No
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property ..... ☐ Yes ☒ No
H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill ..... ☐ Yes ☒ No
Explanation: Common fences

Property Address: ***961 Eichler Dr, Mountain View, CA 94040***

16. NEIGHBORS/NEIGHBORHOOD: ARE YOU (SELLER) AWARE OF...

A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ..... ☐ Yes ☒ No

B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ..... ☐ Yes ☒ No

Explanation: _____

17. GOVERNMENTAL: ARE YOU (SELLER) AWARE OF...

A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☒ No

B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☒ No

C. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☒ No

D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... ☐ Yes ☒ No

E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☒ No

F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ..... ☐ Yes ☒ No

G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property..... ☐ Yes ☒ No

H. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☒ No

I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... ☐ Yes ☒ No

J. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property ..... ☐ Yes ☒ No

Explanation: _____

18. OTHER: ARE YOU (SELLER) AWARE OF...

A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present .... ☐ Yes ☒ No

B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ..... ☐ Yes ☒ No

C. Whether the Property was originally constructed as a Manufactured or Mobile home ..... ☐ Yes ☒ No

D. Whether the property is tenant occupied ..... ☐ Yes ☒ No

E. Whether the Property was previously tenant occupied even if vacant now ..... ☐ Yes ☒ No
If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: _____

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

B. ☐ **(IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves S[redacted]

Seller [redacted] Date 8/8/24

Seller [redacted] Date 8/8/24

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Prope[redacted]e form.

Buye[redacted] Elizabeth McAninch Date 10/8/2024

Buye[redacted] Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS

(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of ***Mountain View***, County of ***Santa Clara***, State of California, described as ***961 Eichler Dr*** ("Property").

☐ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) _____).

Inspection Performed By (Real Estate Broker Firm Name) Intero Real Estate Services, Inc.

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.**

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Initial EM

Buyer's Initials Initial JH / Initial AH

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

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

Entry (excluding common areas):

Living Room:

Dining Room:

Kitchen: Microwave plug is loose

Other Room:

Hall/Stairs (excluding common areas): Discoloration in hall skylight well

Bedroom # __: Hall bathroom: chip in tub, soap holder has green on it

Bedroom # __:

Bedroom # __:

Bedroom # __:

Bath # _____:

Bath # _____:

Bath # _____:

Bath # _____:

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

Other: Some windows are double pane, loose transition strips between tiles and laminate flooring

Other:

Other:

☐ **See Addendum for additional rooms/structures:**

Garage/Parking (excluding common areas): Stains on garage floor, cracks in driveway

Exterior Building and Yard - Front/Sides/Back: Pool has rust spots, loose fence boards on right, trees drop pine needles into pool and yard, crack in walkway

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 (Name of Firm that performed the inspection): Intero Real Estate Services, Inc.
Inspection Performed By (Name of individual agent or broker): [redacted]
Inspection Date/Time: 09/20/24 Weather conditions: Sunny
Oth[redacted]
By [redacted] Date 9/21/2024
(Associate Licensee or Broker who performed the inspection)

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.

Buye[redacted] Elizabeth McAninch Date 10/8/2024
Buyer 63D726DB65F3417 Date

I/we acknowledge that I/we have received a copy of this disclosure.
(The initials below and Broker signature are not required but can be used as evidence that the initiating or signing party has received the completed form.)

Seller [redacted] / [redacted]

R[redacted] (that did NOT fill out this AVID) SALA Homes & Associates
B[redacted] Date 10/7/2024
(Associate Licensee or Broker Signature)

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CALIFORNIA ASSOCIATION OF REALTORS®

BROKER COMPENSATION ADVISORY

(C.A.R. Form BCA, 7/24)

1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.

A. LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE: When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

B. OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED: A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.

C. BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY: California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

2. BROKER AGREEMENTS WITH BUYERS:

A. BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE: When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

B. REQUIREMENT FOR WRITTEN AGREEMENTS: Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to legislation expected to become law in California on January 1, 2025, all licensees showing a buyer any type of property will be required to have a written agreement with that buyer prior to the showing.

Seller's Initials (Initial) JH / (Initial) AH Buyer's Initials (DS) B.C. /

Intero Real Estate Services, Inc., 496 First Street, Suite 200 Los Altos CA 94022 Phone: 6505337511 Fax: 6508772107 961 Eichler Dr
Eric Fischer-Colbrie Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

C. ADVANTAGES OF WRITTEN AGREEMENTS: Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.

3. WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:

A. BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT: A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

B. SELLER PAYS THE COMPENSATION:

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made.

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

C. CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association REALTORS®' (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

By signing below, Seller or Buyer acknowledges that they have read, understand, and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer [redacted] Date 8/11/2024

Seller/Buyer [redacted] Date 8/11/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Signed by:

Seller [redacted] Date 8/11/2024

Seller [redacted] Date 8/11/2024

Buyer Elizabeth McAninch Date 10/8/2024

Buyer 63D726DB65F3417... Date

[redacted] Date 10/7/2024

[redacted] Date 8/9/2024

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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Eric Fischer-Colbrie Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tena[redacted] Elizabeth McAninch 10/8/2024 Date

Buyer/Tenant [redacted] Signed by: Date

Seller/Housing Provider [redacted] Date 8/11/2024

Seller/Housing Provider [redacted] Date 8/11/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant [redacted] Date 8/11/2024

Buyer/Seller/Landlord/Tenant [redacted] Date 8/11/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: *961 Eichler Dr, Mountain View, CA 94040* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of th[redacted] Electronic Funds Transfer Advisory.

Buyer/Tena[redacted] Elizabeth McAninch Date 10/8/2024

Buyer/Tenant [redacted] Date

Seller/Landlord [redacted] Date 8/11/2024

Seller/Landlord [redacted] Date 8/11/2024

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MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
   B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value ; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
      (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
      (2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
      (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. **BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. **MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

3. **SELLER CONSIDERATIONS:** As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer [redacted] Elizabeth McAninch Date 10/8/2024

Buyer _____ Date _____

Seller [redacted] Date 8/11/2024

Seller _____ Date 8/11/2024

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CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated 10/8/24, on property known as: 961 Eichler Dr, Mountain View, CA 94040 ("Property") in which Elizabeth McAninch is referred to as Buyer or Tenant and [redacted] is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting 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. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE

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

_____

_____

_____

_____

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

_____

_____

_____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet *"Protect Your Family From Lead In Your Home"* or an equivalent pamphlet approved for use in the State such as *"The Homeowner's Guide to Environmental Hazards and Earthquake Safety."*

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information pr[redacted]true and correct.

[redacted] 8/11/2024
Date

8/11/2024
Date

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Buyer's/Tenant's Initials DS B.C. _____

Property Address: *961 Eichler Dr, Mountain View, CA 94040* Date 8/9/2024

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Intero Real Estate Services, Inc. By [redacted] 8/9/2024

Agent (Broker representing Seller or Housing Provider) (Please Print) Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety.*" **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

[redacted] 10/8/2024

Date Buyer or Tenant Date

Elizabeth McAninch

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

SALA Homes & Associates [redacted] 10/7/2024

Agent (Broker obtaining the Offer) Date

Brian Chiu

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 12/23)

Property Address: ***961 Eichler Dr, Mountain View, CA 94040***

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
4. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller [redacted] Date 8/11/2024

Seller [redacted] Date 8/11/2024

The undersigned acknowledge(s) receipt of a copy of this document.

Buyer [redacted] Elizabeth McAninch Date 10/8/2024

Buyer Date

SMOKE ALARM STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that **(i)** every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke alarm, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code § 13113.8) and **(ii)** all used manufactured or mobilehomes have an operable smoke alarm in each sleeping room.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke alarm requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke alarm requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke alarms. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
4. **EXCEPTIONS:** Generally, a written statement of smoke alarm compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke alarm(s) **(i)** approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code § 13113.8 or **(ii)** in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code § 18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and **(iii)** in accordance with applicable local ordinance(s).

Seller [redacted] Date 8/11/2024

Seller [redacted] Date 8/11/2024

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

Buyer [redacted] Elizabeth McAninch Date 10/8/2024

Buyer 63D726DB65F3417 Date

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. **WATER-CONSERVING PLUMBING FIXTURES**
   A. **INSTALLATION:**
      (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property 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 if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than $150,000, or for any room in a building which requires a building permit.
      (2) **Exceptions:** These requirements do not apply to **(i)** registered historical sites, **(ii)** real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or **(iii)** a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)
   B. **Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water- conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.
   C. **Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: **(i)** any toilet manufactured to use more than 1.6 gallons of water per flush, **(ii)** any urinal manufactured to use more than one gallon of water per flush, **(iii)** any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, **(iv)** any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.
2. **CARBON MONOXIDE DETECTORS:**
   A. **INSTALLATION:**
      (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
      (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.
   B. **DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.
   C. **COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.
3. **LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

Seller [redacted] Date 8/11/2024

Seller [redacted] Date 8/11/2024

Buyer Elizabeth McAninch Date 10/8/2024

Buyer 63D726DB65F3417... Date

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Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name [redacted] Assessor's Parcel No. ***189-60-019***

Street Address ***961 Eichler Dr*** Year Built ***1972***

City ***Mountain View*** County ***Santa Clara*** Zip Code ***94040***

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page.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 to resist falling during an earthquake?	☒	☐	☐	☐	14
2. Is your home bolted to its foundation?	☐	☐	☐	☒	15
3. If your home has crawl space (cripple) walls:	☐	☐	☒	☐	
a. Are the exterior crawl space (cripple) walls braced?	☐	☐	☒	☐	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☒	☐	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☒	19
5. If your home is on a hillside:	☐	☐	☒	☐	
a. Are the exterior tall foundation walls braced?	☐	☐	☒	☐	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	☐	☐	☐	☒	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	☐	☐	☒	☐	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	*To be reported on the Natural Hazard Disclosure Statement*				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	*To be reported on the Natural Hazard Disclosure Statement*				

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 risks it may have.

[redacted] [redacted] 8/11/2024

Date

I acknowledge receipt of the Homeowner's Guide to Earthquake Safety and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has [redacted]k of knowledge, there may be one or more earthquake risks in this home.

[redacted] Elizabeth McAninch 10/8/2024

Buyer Date

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

CALIFORNIA ASSOCIATION OF REALTORS®

SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 12/20)

Property Address: *961 Eichler Dr, Mountain View, CA 94040* ("Property")

1. **DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
2. **PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
3. **BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
4. **DISCLOSURE OF MEASUREMENTS AND SOURCES: Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.**

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	*2,048*	*6,327*		☐
Multiple Listing Service	2,048	7,100		☐
Seller			Measurement comes from the following source:	☐
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey		7,151		☐
Other				☐
Other				☐

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller [redacted] Date 8/11/2024

Seller [redacted] Date 8/11/2024

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer [redacted] Elizabeth McAninch Date 10/8/2024

Buyer [redacted] Date

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INTRODUCTION:

This Advisory is intended to be used in connection with the purchase and sale of real property located within San Mateo or Santa Clara County. PRDS does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of this information in connection with any specific real property transaction. This Advisory was created as of July 2022; the information in this Advisory may change over time, and new issues may develop due to actions taken at federal, state, county, city and local levels. Some of the issues that are covered in this Advisory are legal conditions of sale or are legally required preconditions for remodeling and/or improving energy efficiency. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and development of the Property. As used in this Advisory, the term "Broker" refers to and includes all real estate licensees involved in a real estate transaction

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property, even if general information about the topic is included in this Advisory or in any inspection report(s). To the extent any disclosures made by Sellers are inaccurate or change over time, it is important for Sellers to update and correct their written disclosures in a timely fashion. In general, if Sellers are uncertain about whether they need to disclose something, Brokers recommend that Sellers err on the side of providing as much information as possible. Sellers who need help in completing their disclosure obligations, including what to disclose and how to disclose it, should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure or factual adequacy of any statement or disclosure made by Sellers. Brokers have not verified and will not verify or otherwise investigate any of Sellers' statements and disclosures therefore, Buyers are advised to do so.
- Sellers should conduct a diligent search of their documents to determine if they have any disclosures, reports, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.
- Whether documents are signed electronically or in hard copy, Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and any other seller disclosure form.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory and any issues that are not referenced below that may affect Buyers' determination of the condition, use, development, value and/or desirability of the Property. Buyers have the right to condition their purchase on conducting such investigations. Buyers should conduct all necessary investigations prior to the Buyers' removal or waiver of any contractual inspection contingencies. Buyers are urged to do all of the following:
  - Carefully read the information contained in any advisories, disclosures, inspections, and reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, or reports.
  - Meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers, by thoroughly and thoughtfully inspecting and evaluating the Property. Viewing videos, virtual tours and other on-line pictures is not a good substitute for visiting the actual Property in person and observing the location of the Property.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some issues may be more relevant to some people than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies during their inspection contingency period, if any. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Broker has not verified and will not verify licensing and insurance information of third parties and will not determine whether vendors who prepare inspection reports or perform repairs are properly licensed to provide those services. Broker cannot and will not determine whether the reports prepared, or repair work performed, by third parties has been properly completed.
- Representations made by third parties or Sellers regarding the issues in this Advisory have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

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ADVISORY INDEX

TOPICS	¶	PAGE
Animals, Wildlife, Pets & Pests	20	6
Arbitration	74	15
Balconies/Decks Inspections & Retrofits	35	9
Common Interest Development ("CID") & CC&Rs	70	14
Communication Services & Devices	76	15
Creeks & Culverts	17	5
Crime	62	13
Death on the Property	47	11
Earthquake Fault/Seismic Zones	51	11
Easements, Encroachments, Access Rights	25	6
Endangered Species Act	21	7
Environmental Hazards	54	11
EPA Requirements for Pre-1978 Housing	39	9
Fences	9	4
Fire Hazards; Home Hardening; Defensible Space	52	11
Fireplaces/Wood-Burning Appliances	4	3
FIRPTA/California Withholding	46	10
Flood Hazards/Zones	53	12
Floors & Walls	2	3
Freeways, Highways & Streets	64	13
Future Repairs, Replacements, Remodels	30	8
Garage Door Safety Requirements	36	9
Geologic Hazards	50	11
Glass, Tempered	3	3
Governmental Services	57	12
Ground Water, Natural Springs & Water Runoff	16	5
High Speed Rail	66	13
Historical Designation, Coastal Comm./Other	40	9
Home Warranty	69	14
Housing Stock, Existing	1	3
Insurance – CLUE Reports	67	14
Land Lease	28	7
Leased/Liened Personal Property & Solar Panels	5	3
Legal Action	75	15
Levees	18	6
Liquidated Damages	73	14
Marijuana & Drug Labs	61	13
Mediation	74	15
Mello-Roos Districts, 1915 Bonds	43	10
Mold	55	11
Natural Hazards Disclosure ("NHDS")	49	11
New Construction Warranties, Defects/Lawsuits	6	3
Noise and Odors	59	13
Non-Confidentiality of Offers	72	14
Online Photos, Information & Consumer Privacy	38	9
PACE	45	10
Permits, Zoning & Code Compliance	29	7
Plans (Architectural & Construction)	31	8
Pool & Spa Safety	34	8
Power Lines and Power Plants	22	6
Private Transfer Fee	71	14
Re-Keying	37	9

TOPICS	¶	PAGE
Rental Property, Rent Caps & Just Cause Eviction	41	9
Rental – Short-Term & Vacation	42	10
Retrofit, Safety & Security Requirements	33	8
Schools	58	12
Septic Sys./Wastewater Regs	10	4
Sewers & Sewer Laterals	11	4
Smoke Alarms/Carbon Monoxide	32	8
Smoking & Vaping Ordinances	60	13
Size - Lots & Boundaries	8	4
Size - Square Footage, No. of Rooms & Age	7	4
Soils & Geologic Conditions	24	6
"Supplemental" Property Tax Bill; Accurate Report	44	10
Title Insurance	68	14
Trains & BART	65	13
Transfer Disclosure Statement ("TDS")	48	11
Trees and Tree Ordinances	27	7
Underground Storage Tanks ("UST")	56	12
Underground Utilities and Pipes	23	6
Views & View Ordinances	26	7
Water & Well Systems	12	4
Water Intrusion	15	5
Water Shortages/Conserv./Plumbing Fixtures	13	5
Wet Weather Conditions	14	5
"Wire Fraud" Scam Alert	63	13
Wood-Destroying Pests/Organisms	19	6
REGIONAL ISSUES		15
Affordable Housing-Changed Neighborhoods	84	16
Agricultural Areas	81	16
Bay Fill	80	16
Coastal Conditions, Sea Level Rise	78	15
Golf Courses	82	16
Litigation By/Against Government	77	15
Local Option Disclosures	83	16
San Francisco Bay Regulations	79	16
Signage/Address Identification	85	16
LOCAL SAN MATEO COUNTY ISSUES		16
Daly City 3R Report	87	16
Foster City Levee Protection	88	16
Half Moon Bay	89	16
Hillsborough Ordinances	90	17
Millbrae Ordinances	91	17
Portola Valley	92	17
Redwood Shores	93	17
San Mateo City Supplemental Flood Zone	94	17
San Mateo County Onsite Wastewater	86	16
LOCAL SANTA CLARA COUNTY ISSUES		17
Aldercroft Hts. County Water District	95	17
Los Altos Hills	96	17
Morgan Hill	97	17
Saratoga	98	17
Sunnyvale	99	17

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1. **HOUSING STOCK, EXISTING:** Many properties in this area have been developed at different times under different state laws or local regulations including building codes and zoning restrictions. They may not be able to accommodate current or future personal property items including, but not limited to, electric cars. Regardless of its age, the Property should be inspected by a competent property inspector and Buyers should obtain all additional inspections recommended by any inspector, or as Buyer may deem necessary for determining the actual condition of the Property. Property components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and could fail without notice. Not all aspects of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall or plastic pipe, which may be defective, create problems with the use or value of other aspects of the home and may be subject to manufacturer or governmental recall or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and plan/budget for maintenance and future repairs. Brokers have not verified and will not verify any of the issues discussed in Paragraph 1.

2. **FLOORS AND WALLS:** Amount and placement of Sellers' personal property may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings (such as carpeting and rugs), some wall coverings (such as wallpaper and paneling) and the presence of furniture may prevent Buyers, inspectors and Brokers from fully inspecting the condition of floors and walls. Exposed areas may show differing patterns of wear, shade or color. Since destructive testing may be required in order for Buyers to determine the actual condition of the floors and walls beneath coverings, Buyers may need to secure the written authorization of Sellers to conduct investigations with licensed professionals during Buyers' inspection period, if any.

3. **GLASS, TEMPERED:** Many homes contain non-tempered glass in areas where tempered glass is required by building codes. During Buyers' inspection period, if any, Buyers should have a contractor identify any glass that is not properly tempered. Buyers may want to replace any non-tempered glass with tempered glass to reduce the risk of injury.

4. **RESIDENTIAL FIREPLACE DISCLOSURE:** Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effectives of PM2.5 exposure. The buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

The information in Paragraph 4 was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

5. **LEASED/LIENED PERSONAL PROPERTY; SOLAR PANEL LEASES:** Many homes have alarm systems, solar systems, water softeners, appliances or other equipment which may be leased or liened. Sellers should disclose to Buyers whether any appliances, systems or equipment are leased or liened and provide all documents relating to those leases and liens. Buyers should investigate whether or not any equipment leases are transferable or may require approval from the lessor, as well as what fees or costs may be imposed whether or not the leased items are to remain in place. See also Paragraph 45, below, regarding PACE liens.

Solar panels may be leased for long periods of time and are included in the sale only if agreed by Sellers and Buyers and Buyer is able to assume the lease. Solar leasing companies may secure lease payments by filing a Uniform Commercial Code form (UCC-1), which gives notice of a creditor's security interest (lien) against the Property. Buyers should consider retaining a qualified expert to investigate the solar-related system prior to assuming any solar lease. Brokers have not verified and will not verify any of the issues discussed in Paragraph 5.

6. **NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** Builders of new construction are required to provide certain warranties and information about how to report claims, but may not be required to complete the Real Estate Transfer Disclosure Statement ("TDS"). When there are subsequent sales, Sellers must provide Buyers with builder warranty and claim information. The TDS asks Sellers to disclose any lawsuits by or against the Seller threatening or affecting the Property. It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB 800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 requires a limited one-year warranty from the builder. Section 901, et seq., refers to "enhanced protection agreements", which are sometimes provided by the builder and may extend the warranty period. Other provisions (see section 907,et al.) require the homeowner to follow all reasonable maintenance obligations and schedules communicated in writing by the builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim (see Section 944). Sections 910 and 914 reference pre-litigation procedures and remedies in the event of a claim against the builder. Sellers who have questions about how to answer this TDS question should consult with a qualified California real estate attorney for advice. If lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a qualified California real estate attorney. Brokers are not qualified to provide any advice on these matters.

7. SIZE - SQUARE FOOTAGE, NUMBER OF ROOMS AND AGE: Multiple sources provide data regarding a property's square footage, number of rooms, number of units and age. These sources including, but not limited, to Sellers, appraisers, architects, builders and space planners, often employ quite different square footage measurement criteria. Public records (e.g., Assessor data) also contain that data that may be, and often are, inaccurate but which the Multiple Listing Service ("MLS") auto-populates such information into its listings. As such, there are frequent discrepancies in advertised measurements and other data relating to structures on real property. Any statements from any source regarding square footage, size or age of Property improvements (whether contained in the MLS, advertisements, computer-generated property profiles, disclosures and reports) have not been verified and will not be verified by Brokers. If the estimated or exact square footage, number of rooms or age of the Property are important factors in Buyers' decision to purchase the Property and in determining what price to pay, Buyers should independently verify that data by hiring an Appraiser or other qualified professional during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

8. SIZE - LOT SIZE AND BOUNDARIES: Only a land surveyor can reliably determine actual lot size, property corners, and the exact location of boundaries. Statements regarding these issues in the MLS, advertisements, computer-generated property profiles, data in property tax assessor records or any disclosures are often approximations, or are based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any statements made by anyone regarding lot size and boundaries. If these issues are important to Buyers, they should not rely on any statements made by anyone without independently investigating these issues by hiring a licensed surveyor during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

9. FENCES: If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.

10. SEPTIC SYSTEMS AND WASTEWATER TREATMENT SYSTEM REGULATIONS: If the Property has a "Septic System" (usually consisting of a septic tank, cesspool, leach lines, leach field, pits, or a combination thereof), Buyers should obtain a current, written inspection report from a licensed professional regarding the condition and adequacy of the Septic System for the Buyers' specific needs. Visual inspection of the tank alone is insufficient. Buyers' lender or government agencies may require an inspection and testing of the Septic System. Brokers make no representations as to the location, condition, capacity, operability or expandability of the Septic System.

Expansion or remodeling of the dwelling may be restricted or even denied due to the existence, location, size or condition of a Septic System. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, expansion, or other changes to the Septic System (e.g., connection to sewer system) which may be expensive. The Septic System may not be in compliance with current or future code requirements, and code compliance may be required for any future work done on the Property. Buyers should investigate these issues at appropriate government agencies and with qualified licensed professionals (e.g., architects, contractors, engineers) during Buyers' inspection period, if any. For more information about on-site waste water treatment/septic system regulations, Buyers should contact the State Water Resources Control Board at (916) 341-5250 and go to the website: www.swrcb.ca.gov. See also Paragraph 86.

11. SEWERS AND SEWER LATERALS: Many public sanitary districts and private sanitary entities serve various communities and some have different rules and regulations regarding fees and costs. Buyers need to determine whether or not the Property is part of such a district or entity and make arrangements with Sellers to transfer any necessary rights to any private sanitary entities. Some sanitary districts and private entities have implemented various requirements, restrictions and charges relating to participation, usage, maintenance, and type of equipment (such as sewer lateral clean-outs, backflow prevention devices) and drainage into sewer systems. Many cities have enacted ordinances requiring the abatement of failed sewer laterals (from the building served to the clean out in the city's right of way). Some cities require inspection/testing, the filing of written reports and repair of sewer laterals prior to sale, remodeling or expanding the residence or when changing plumbing fixtures or utility service. Buyers should contact the applicable public district or private entity to determine what, if any, action must be taken with respect to sewer systems and sewer laterals during Buyers' inspection contingency, if any. Prior to transfer of title, some private sewage disposal systems may also mandate inspection/testing of the system, a written report and other requirements for hook-up to a public sewer system, depending upon the proximity of the Property to a public sewer system. Some jurisdictions require certification procedures pre- or post-Close of Escrow. Penalties for noncompliance can be imposed. Each jurisdiction has its own unique requirements which Buyer should research during Buyer's inspection contingency, if any, because these local regulations are subject to change at any time.

Even though the Property may be located in a sanitary district or subject to a sewer assessment, the Property may not be (and may not be entitled to be) connected to the sewer system. There may be a separate cost for the installation and connection of the Property to the sewer system and/or other actions that must be taken by Sellers and Buyers to transfer rights. Buyers should retain qualified professionals to evaluate the Property so as to determine the existence and condition of any sewer connections; that evaluation may require a video "scoping" of the system and/or pressure testing. Brokers have not and will not verify any of the issues discussed in Paragraph 11.

12. WATER AND WELL SYSTEMS: The Property may be served by a well, a spring, public or private water systems, or a combination thereof, in which case Buyers should consider requesting that Sellers complete the PRDS Well and Private Water System Checklist. Water may contain bacteria, chemical, metals, minerals, and may emit odors, Buyers should contact appropriate governmental agencies and should hire qualified professionals to determine the water source and have the water pressure, water system and its components inspected and determine the availability, quantity, quality and potability of the water. Results of such testing may vary by season and may change over time due to geological events and other factors. Water quality and/or purity may impact Buyers' intended uses for the Property including, but not limited to, the types of trees, landscaping or crops that may be grown. Brokers have not verified and will not verify any of the issues discussed in Paragraph 12.

Recent studies have revealed that some wells in Morgan Hill and San Martin contain the chemical perchlorate. Other wells in Santa Clara County may be contaminated by this or other chemicals. Any questions about possible chemical contamination including, but not limited to, its impact on any given property, and any other questions regarding regulations, water quality, quantity and/or cost should be directed to Valley Water District by calling (408) 265-2607 or visiting their website at www.valleywater.org. See also Paragraphs 94 and 96.

Valley Water District manages water resources and provides stewardship for Santa Clara County's five watersheds, including ten reservoirs, groundwater basins and hundreds of miles of streams. The District captures local rainfall in the reservoirs throughout the winter months. Then in the spring and summer, the District releases water from the reservoirs to replenish the underground water supply. Because the amount of local rainfall cannot be predicted, there is no way to guarantee that any given reservoir will fill up each winter or that there will be sufficient water for all purposes, including recreation facilities. Brokers are not experts on this topic.

13. WATER SHORTAGES AND CONSERVATION / WATER CONSERVING PLUMBING FIXTURES: The Property may be subject to state or local water shortages, conservation, usage and other measures, such as water hook-up restrictions and, at various times, mandatory rationing and the need to bring in water from outside sources. The policies of local water districts and the city or county in which the Property is located can result in limitations on the amount of water available to the Property, restrictions on its use of water, increasingly graduated costs, and penalties for excess usage. Buyers should contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyers' intended use or development of the Property. If the Property is serviced by a private well or private water system, drought conditions or a low water table, it may become necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water supply companies for the costs involved.

Current law (Civil Code Section 1101.1, et seq.) requires that "noncompliant plumbing fixtures" be replaced with "water-conserving plumbing fixtures" by certain prescribed deadlines. A "noncompliant plumbing fixture" is (1) any toilet manufactured to use more than 1.6 gallons of water per flush (2) any urinal manufactured to use more than one gallon of water per flush, (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute and (4) any interior faucet that emits more than 2.2 gallons of water per minute. The compliance deadlines are as follows:

A. Single Family Residences: If an alteration or improvement is undertaken for which a permit is required, compliance is a precondition of final permit approval (or, as applicable, certificate of final completion or occupancy). All single family residences built before 1994 must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. (NOTE: Condominium units are not currently subject to this requirement.)

B. Multifamily and Commercial: Compliance is required where (1) building additions increase the floor area of the space in the building by more than 10%, (2) estimated costs of alterations or improvements exceed $150,000 or (3) plumbing fixtures are located in the room where permit-required work is undertaken. **After January 1, 2019, however,** all multifamily and commercial properties must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. **CAUTION:** Owners of such properties should carefully review the applicable statutory language and seek legal advice regarding compliance with the many important elements of compliance, disclosure, notification and other provisions not detailed in this summary.

14. WET WEATHER CONDITIONS: California experiences a wide range of weather conditions and at times has heavier-than-usual rainfall. During heavy rains, properties may become susceptible to earth movement, drainage problems and flooding. Properties which may not have experienced past water intrusion into or under improvements may experience these conditions due to weather- related phenomena. Sellers are obligated to disclose to Buyers those defects or conditions known to Sellers which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the condition of a Property or its improvements caused by unusually wet weather and no one can predict future impacts of wet weather conditions. Buyers should investigate these issues and conditions with licensed geotechnical engineers or other licensed engineers during Buyers' inspection period, if any.

15. WATER INTRUSION: Many homes suffer from water intrusion or leakage either on a short-term or long-term basis. Causes of water intrusion are varied, and may include defective construction, faulty grading, deterioration of building materials and absence of waterproofing. Water intrusion can cause serious damage to the Property including, but not limited to, wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be significant. The existence and cause of water intrusion is often difficult to detect. An absence of visual evidence of water intrusion does not mean that such intrusion does not exist. Buyers should have the Property inspected for water intrusion by a licensed professional during Buyers' inspection period, if any. Brokers cannot determine the amount, degree or cause of water intrusion or the extent of any damage that may exist.

16. GROUND WATER, NATURAL SPRINGS AND WATER RUNOFF: Some properties have high water tables that can lead to water intrusion problems, intensify mold growth and compromise the stability of soils and foundations. High water tables may affect septic systems, wells and the development, use and enjoyment of the land, particularly during months of heavy rain. Many properties have natural springs and rain water runoff issues that may result in standing water, dry rot, flooding, mold, foundation failure or other potential water damage to improvements. Hillside properties or properties with retaining walls may be more susceptible to these issues. Buyers should retain geotechnical engineers and civil engineers to help evaluate the effect of high water tables on the Property and consider drainage modifications to protect the structure and improve the value, development, use, and enjoyment of the surrounding area. If the Sellers' disclosures, any visual inspection of the Property, or any professional inspection report indicates a past or current water-related issue, Buyers are strongly encouraged to thoroughly investigate the problem (even if it is common to the area) to determine its cause and possible repair costs to rectify the problem with licensed professionals during the Buyers' inspection period, if any. Brokers have not verified and will not verify any of the issues discussed in Paragraph 16.

17. CREEKS AND CULVERTS: Many properties are impacted by creeks (narrow channels or small streams) and culverts (man-made structures used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is near a creek or culvert, Buyers should engage licensed professionals and investigate the possibility of flooding and water intrusion that may result from those water sources during Buyers' inspection period, if any. In addition, federal, state, county and some city entities and agencies have enacted regulations regarding creeks and culverts.

Some municipalities have implemented land management programs to keep creeks and groundwater free-flowing and free of debris. Due to pressures from development, all potential sources of environmental pollution are coming under public scrutiny, including those from farming and horse property. Buyers should investigate the County's land management programs during their inspection period, if any, at the following website: www.sccgov.org.

18. LEVEES: A levee is an embankment to prevent a river or body of water from flooding surrounding land. Due to proximity to various bodies of water and waterways, several geographic areas either have existing levees or require the construction of new levees. The Federal Emergency Management Agency ("FEMA") is responsible for certifying that any existing or proposed levees will protect an area against certain flood levels. FEMA is in the process of digitizing and updating their Flood Insurance Rate Maps ("FIRM") for several areas. All levees must be properly maintained and FEMA has indicated that certain levees need to be improved. The current and future existence or condition of a levee may impact the need for flood insurance. Brokers are not qualified to determine whether or not the Property is or will be impacted by the existence, maintenance, improvement or construction of any levee. For more information contact the relevant County government or FEMA at: www.fema.gov.

19. WOOD DESTROYING PESTS AND ORGANISMS: The presence of wood destroying pests or organisms can cause damage to the structures on the Property. To determine whether such pests or organisms are present, Buyers should have the Property inspected during Buyers' inspection period, if any, by a licensed structural pest control company which will issue a written report separated into two sections: Section 1 will identify areas where current infestation or infection is evident. Section 2 will identify conditions which will likely lead to infestation or infection. Repairs and corrections to the issues in this Paragraph are negotiable by and between Buyer and Seller.

20. ANIMALS, WILDLIFE, PETS AND PESTS: Current or previous owners may have kept domestic and other indoor or outdoor animals at the Property. Animals can cause damage to the Property: odors from animal urine or waste may be dormant for long periods and then become active because of heat, humidity or other factors (such as some cleaning techniques), or be temporarily masked by other odors (such as fresh paint or new carpet); animal urine and feces can also damage floors, floor coverings, walls, baseboards, or other components. Animals can also attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components.

The Property may be subject to ordinances regulating the maintenance, breeding, number, or type of animals permitted, or other requirements such as spaying or neutering. Homeowner and Common Interest Associations often impose additional restrictions on animals. Buyers should investigate such restrictions during their inspection period, if any. Neighbors may have animals that can cause problems including, but not limited to, noise and odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g., poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property. California is home to a wide variety of animals, reptiles and insect life including, but not limited to, ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the property. Proximity to rural or open space areas increases the likelihood of this problem. If these are issues of concern, Buyers should discuss and/or investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period, if any.

21. ENDANGERED SPECIES ACT: Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and several additional California requirements, many species of plants and animals are deemed to be "endangered" or "threatened" and are thus subject to special protective measures which may impact the use or development of the Property; this is especially true in areas that abut a body of water or are in designated wetland area. Violating these laws can result in substantial fines and other civil penalties, and Buyers should contact the U.S. Fish and Wildlife Service at www.fws.gov and the California Department of Fish & Wildlife at www.dfg.ca.gov to determine if the Property is within any designated critical or essential habitat for any listed species. Buyers should also consider hiring qualified professionals experienced with application and enforcement of the Endangers Species Act during Buyers' inspection period, if any. Brokers have no expertise on this subject.

22. POWER LINES AND POWER PLANTS: Cities and counties receive electrical service through power transmission lines from power plants that may be located in proximity to the Property. The Property may be impacted by an easement for the benefit or use of utilities and impacted by the existence of high voltage lines, transformers, other types of power equipment and electro-magnetic fields. All areas have experienced power outages caused by multiple factors at various times including, but not limited to, concerns regarding fire hazards. Buyers should confer with the local utility, the State Public Utilities Commission and appropriate professionals during Buyers' inspection period, if any, and investigate the impact that any of these issues may have on the value, development, use, and enjoyment of the Property and/or the need for a home generator.

23. UNDERGROUND UTILITIES AND PIPES: Some communities have begun the process of relocating utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments, increased costs for homeowners and temporary disruptions of the neighborhood. Water, natural gas and other types of fuels are delivered to communities through a network of underground pipes that are connected to residential and commercial properties. Some areas have been adversely impacted by disruptions in service or damage to these underground pipes including, but not limited to, the destruction of homes. The general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at www.npms.phmsa.dot.gov. Buyers should investigate these issues with the appropriate municipality and/or Pacific Gas and Electric Company ("PG&E") during Buyers' inspection period, if any, to determine if the Buyers' development, use or enjoyment of the Property is or will be impacted by underground utilities and/or pipes.

24. SOILS AND GEOLOGIC CONDITIONS: All land in California is subject to settling, slippage, subsidence, earthquakes and other forms of movement. The geologic forces that have shaped California over the eons are still active today. Much of California has expansive or adobe soil which can expand and contract depending upon the amount of water in the soil. Soil expansion and contraction can cause movement or shifting of structures, foundations and the land. Hillsides are frequently active or potentially active landslide areas which can negatively impact hillside properties and surrounding properties. The Property may be constructed on unstable or improperly compacted soil and have inadequate drainage capability. Buyers should confirm with an attorney the legality, enforceability and scope of any easements (whether recorded or not) to deal with all surface and ground water. Additionally, the Property may have known or unknown mines, mills, caves, wells, septic or other abandoned tanks, the existence of which can create safety hazards and can cause structural problems or destruction of improvements on the Property and impact the ability to use or develop the Property. Buyers should retain geotechnical engineers and civil engineers to evaluate soil

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stability, grading, drainage and other soil conditions of the Property to determine how these forces may affect improvements to the Property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding area. Buyers should not simply rely on geologists or companies that review governmental maps (see Paragraph 49).

25. EASEMENTS, ENCROACHMENTS, PUBLIC TRAILS, ACCESS RIGHTS, PRIVATE ROADS & MAINTENANCE AGREEMENTS: Sellers need to disclose all known facts relating to the location, existence, maintenance and other obligations of any easement, access right, shared or private road/driveway, shared or private well systems and components, public trails and any possible encroachments affecting the Property. Buyers should investigate these issues and engage a real estate attorney evaluate all relevant documents, whether recorded or not.
Some communities have created and maintain public trail systems which abut private residences. Trails may be used by pedestrians, bicyclists, horseback riders and animals; as such, the proximity of public trails may impact the value, development, use and enjoyment of the Property. Only a surveyor can confirm the exact location of easements, trails, shared or private roads/driveways and encroachments. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be known by the Sellers and Brokers or cannot be determined by a survey and a title search. Statements regarding these issues in the MLS or advertisements, or plotted by a title company, are often approximations, and may be based upon inaccurate or incomplete records.

The use or maintenance of the Property or other properties by Sellers or others may or may not establish an actual easement, access right, shared or private road, driveway, maintenance obligation or encroachment. Whether or not a written agreement exists to establish a perceived use or obligation, Buyers should have these issues evaluated by a qualified California real estate attorney. Brokers have not verified and will not verify any statements made regarding matters identified in Paragraph 25.

26. VIEWS AND VIEW ORDINANCES: Views from the Property may be affected by weather conditions, future development, growth of trees and vegetation on other properties, current location and future construction of cellular communication antennas and the use of any property within the line of sight of the Property. Buyers should review any covenants, conditions and restrictions ("CC&Rs"), ordinances, regulations, and any other documentation which may relate to views. Buyers should also contact neighboring property owners, government agencies, architects and homeowner associations during Buyers' inspection period, if any, to evaluate any issues that might impact views.

Some cities and counties have view ordinances that may limit the planting of new trees, restrict the height of trees and limit future construction. Properties that are subject to a view easement may be required to maintain their landscaping so as to prevent any unreasonable obstructions to the views of other property owners. Certain trees that are part of the natural habitat may be exempt from these local ordinances. Often a view property will have recently trimmed trees and shrubs revealing the view; maintaining that view could entail not only trimming foliage on the Property, but may also involve enlisting the cooperation of their neighbors to keep their foliage trimmed, possibly at Buyers' expense. Cities and counties do not often take an active role in these issues; rather, they tend to encourage private resolution of such disputes. Each municipality has a slightly different mechanism for handling these situations, and Buyers should review the applicable Municipal or County Code/Ordinance during Buyers' inspection period, if any. Brokers have not verified and will not verify the information relating to views.

27. TREES AND TREE ORDINANCES: Several municipalities have enacted ordinances to regulate and control the removal of trees. Some cities have identified "heritage" or other significant trees that must be protected or preserved in certain areas. Permits may be required to cut down, destroy, remove or relocate designated trees. Buyers should read applicable tree preservation ordinances, check with relevant governmental entities and consult with an arborist during their inspection period, if any, to determine the health of trees and whether or not any special action can or must be taken with respect to any trees on the Property. The City of San Jose, for example, requires Sellers to make specific disclosures to Buyers regarding street trees on a separate form prior to the sale of residential property. If the Property is in the City of San Jose, Buyers should not close escrow without receiving the Sellers' Street Tree Disclosure form.

Whether or not there is an applicable local tree ordinance, Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding the type, condition and/or removal of trees that are on the Property or on a neighbor's property. Brokers are not qualified to make any determination about the issues identified in Paragraph 27.

28. LAND LEASE: Some developments are built on leased land, which may mean that: (a) Buyers will not own the land; (b) the right to occupy the land will terminate at some future time; (c) the cost to lease the land may increase in the future; (d) Buyers may not be able to obtain insurance;(e) the ability to obtain (and the cost of initial and future) financing of the Property may be impacted; and (f) the value, development, use and enjoyment of the Property may be impacted . This list may not include all related possible issues. Buyers should obtain a copy of the land lease and discuss with their own attorney or other appropriate professionals the practical and legal implications of owning a home on leased land.

29. PERMITS, ZONING AND CODE COMPLIANCE: Any structure, or portion thereof, on the Property, including the original building, any addition, modification, remodel, repair, improvement or accessory dwelling unit ("ADU") may have been built without permits, not according to building codes, or in violation of zoning laws and may not legally be used or occupied as contemplated by Buyers (collectively referred to as "nonconforming improvements"). The existence of a nonconforming improvement may have a negative impact on appraised value, ability to obtain financing, require a retrofit, impact habitability, preclude insurance coverage or result in fees, penalties and government enforcement actions. In some cases, nonconforming improvements may be subject to removal by local governmental agencies, including building, planning, zoning, environmental health, and code enforcement departments. Nonconforming or illegal rental units may be required to be vacated and possibly torn down. It might not be possible to legalize or bring such nonconforming improvements up to current code because of zoning or permit issues or other legal or regulatory limitations. Even if a nonconforming improvement was built according to the then-existing code or zoning requirements, it may not be in compliance with current building standards or local zoning. As such, commencing any new construction or remodeling projects may not be possible or may require bringing nonconforming improvements into compliance with current requirements. It is also possible that local law may not allow nonconforming improvements that now exist to be rebuilt in the event of damage or destruction. While Sellers are obligated to disclose all known nonconforming improvements, Sellers may not be aware of all nonconforming improvements or uses, especially those that were made prior to the Sellers' ownership of the Property.

Buyers are strongly urged to investigate the possible existence and status of all possible nonconforming improvements by reviewing all files maintained by governmental agencies for the Property (including those listed above), as well as obtaining the advice of contractors,

architects, engineers or other professionals to verify the actual status of all permits, legal requirements and the effect of such requirements on past, current and future use of the Property, its development and size limitations during the Buyers' inspection period, if any. Brokers are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the Property. Brokers have not verified and will not verify any of the issues detailed in Paragraph 29.

Although state law has made it easier, under some circumstances, to add units and/or to do lot splits on properties that are zoned for single family dwellings, the ability to make such changes to any property is still subject to local regulation and Brokers cannot determine or verify the future use or development of any property.

Obtaining and finalization of permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples including, but are not limited to, water conserving plumbing fixtures and safety devices for pools and spas. See Paragraphs 13 and 34.

30. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Various federal, state and local governmental agencies impose limitations and restrictions regarding house size, configuration, design, construction and landscaping materials and development of real property depending upon the general location of the Property (e.g., if it is in the Coastal Zone, abuts waterways or is in a designated watershed area or environmental protection zone). Replacement or repairs of certain structures or systems or remodels of portions of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair or remodel has occurred. For example, remodeling or repairs may trigger the need to upgrade the electrical system, elimination of gas lines, the type and number of smoke alarms, installation of water conserving plumbing fixtures (see Paragraph 13). Incentives may be available from some utilities to install energy efficient appliances. Permit or code requirements and building standards can change over time, resulting in increased costs to repair existing features or the inability to make any future repair, replacement, remodel or addition to the Property. Changes to state and federal energy efficiency regulations may impact the installation, replacement and some repairs of roofs, windows, water heaters heating and air conditioning units("HVAC"). Federal Environmental Protection Agency ("EPA") regulations require phasing out the use of R-22, freon which may also impact repairs and replacements of existing air conditioning units and heat pumps. State regulations require that when installing or replacing HVAC units, duct work must be tested for leaks in some coastal areas. Home warranty policies may not cover such inspections or repairs. For further information on any of these issues, Buyers should, during Buyer's inspection period, if any, obtain the advice of land use professionals, contractors, architects, engineers or other relevant professionals and investigate with the appropriate governmental agency (e.g., building, planning, zoning, environmental health, code enforcement), the U.S. Department of Energy's website www.energy.ca.gov and the California Energy Commission's website: www.energy.ca.gov/title24.

Many homeowners use unlicensed repair people to save money. However, using unlicensed repair people may create problems because those individuals may not be qualified to do the work, they may not know all of the legal requirements for performance of that work and they may not have insurance, performance bonds or other means to enable them to financially stand behind the work performed. Brokers have not verified and will not verify any of the issues detailed in Paragraph 30.

31. PLANS (ARCHITECTURAL & CONSTRUCTION): Property owners often have architectural/construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and even if they are on file with the local planning department. In most situations, Sellers' contracts with the architect specifty that the plans remain in the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly.

32. SMOKE ALARMS & CARBON MONOXIDE DEVICES: In addition to state law disclosure requirements on these topics, some cities or counties may require a smoke alarm inspection by a qualified inspector prior to the transfer of title. Sellers and Buyers should contact the local governmental agencies and all applicable regulators regarding the type, number and location of smoke alarms and carbon monoxide devices. Buyers need to determine whether an inspection or additional documentation is needed to certify proper installation and operation of the smoke alarms and ascertain the impact that these issues may have on the value, use, enjoyment or development of the Property. Fire department resources vary from district to district. Buyers should investigate these issues during Buyers' inspection period, if any.

33. RETROFIT, SAFETY & SECURITY REQUIREMENTS: Local laws may require installation of barriers, access alarms, self-latching mechanisms and other measures to decrease risks to children and others presented by swimming pools and hot tubs in addition to requirements imposed by the State of California. See Paragraph 34. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads in addition to the requirements imposed by the State of California. State and local laws may require the installation of locking mechanisms on doors and window bars, operable smoke alarms and carbon monoxide devices, gas shut-off valves, spark arresters and tempered glass, bracing or strapping of water heaters, and completion of a corresponding written statement of compliance that is delivered to Buyers. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads, gas shut-off valves, spark arresters and tempered glass. Unless specifically agreed in the Purchase Contract, the Property may not be in complete compliance with applicable requirements. To determine the retrofit requirements and any applicable penalties for non-compliance ,and to determine the extent to which the Property complies with such standards, consult with the appropriate government agencies. To determine the costs, if any, consult licensed construction professionals.

34. POOL & SPA SAFETY: Commencing January 1, 2018, home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. Neither home inspectors nor Buyers and Sellers can agree to waive this requirement if there is a home inspection report but the new law does not obligate Sellers or Buyers to obtain a home inspection report.
Although it is important to have appropriate safety features in place to prevent drowning of small children, this law is not a retrofit requirement that must be completed as a condition of sale. At the time that a single-family residence is altered or improved and there are less than 2 safety features, then installation of 2 of the 7 drowning prevention safety features must be a condition of final permit approval. Therefore, Sellers and Buyers are advised to determine, prior to contract Acceptance, which Party will be responsible for the cost of adding any required pool/spa safety features. Real estate professionals are not obligated to and are not qualified to determine if the Property has any current safety features.

35. BALCONIES/DECKS INSPECTION & RETROFIT REQUIREMENTS: Effective January 1, 2019, state law requires an owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any inspection contingency.

36. GARAGE DOOR SAFETY REQUIREMENTS: Effective July 1, 2019, in addition to existing safety standards regarding automatic reversing device standards, all new automatic garage door openers sold or installed in California must have a battery-operated back-up system to function during electrical outages. This state law is not a mandatory retrofit of existing garage doors; it only applies to new garage doors.

37. RE-KEYING: Buyers are advised to re-key all locks upon possession. Alarm system, (which may be leased, see Paragraph 5), should be serviced by professionals and all alarms codes should be changed by Buyers. Garage door openers and remotes should also be re-coded.

38. ON-LINE PHOTOS, INFORMATION & CONSUMER PRIVACY: Effective January 1, 2020, the California Consumer Privacy Act of 2018 ("CCPA") imposes new privacy obligations on certain types of businesses that collect "personal information" about California consumers. Not all individuals and/or entities with whom you interact during a real estate transaction are required to comply with the CCPA. For additional information, review the ***PRDS® California Consumer Privacy Act Advisory***. Whether or not CCPA applies, photographs of the Property provided to the MLS and Brokers' websites may appear on other Brokers' sites as well as national data aggregation sites, including, but not limited to, Realtor.com, Zillow and Trulia. It is not possible for Brokers to remove photos from websites over which they have no control. Information regarding the Property and the neighborhood may exist online in various blogs, discussion boards, Nextdoor, Facebook pages, official neighborhood association and HOA sites. However, other unofficial sites written by third parties may also exist with postings about the community, people and properties. Some online site offer viewers the opportunity to express opinions and air complaints. The information available on official and unofficial sites may consist of opinion, speculation, unfounded assertions and rumors, making it difficult to determine what is and what is not true. Neither Seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, any online information, even if they are using or have used those platforms to advertise goods or services. Sellers and real estate licensees are not obligated to verify, investigate, explain or remove commentary of third parties.

39. EPA REQUIREMENTS FOR PRE-1978 HOUSING: U.S. Environmental Protection Agency ("EPA") regulations require (a) that contractors be certified before performing work in homes built before 1978, (b) the use of lead-safe practices and other actions aimed at preventing lead poisoning, and (c) that property owners who wish to renovate, repair, or prepare surfaces for painting in pre-1978 rental housing or space rented by child-care facilities, before beginning work, also be certified and follow the lead-safe work practices required by EPA's Renovation, Repair and Remodeling rule. For further information, contact the U.S. EPA's Lead Information Center at 1-800-424-LEAD [5323], or go to: www.epa.gov.

40. HISTORICAL DESIGNATION, COASTAL COMMISSION, AND OTHER RESTRICTIONS ON IMPROVEMENTS AND LAND USE: The Property may be designated as a historical landmark, protected by historical conservancy, subject to an architectural or landscaping review process, lie within the jurisdiction of the California Coastal Commission or other government agency, or be subject to a contract preserving use of all or part of the Property for agriculture or open space. Specific structures, sites, trails, roads and natural features may be identified in a "General Plan" or local "Specific Plan" as requiring special treatment and various types of permits and other fees (especially if the Property is located along the California coastline). If the Property is specially designated on any governmental entity's list or map, there may be severe restrictions on Buyers' ability to retain existing features of the Property, develop, remodel, improve, remove, build or rebuild any of the structures or remove or trim trees or other landscaping. Buyers should investigate these issues during Buyer's inspection period, if any, by retaining the services of a land use consultant and contacting all applicable governmental agencies (including, but not limited, to local city and county planning departments, the California Coastal Commission (www.coastal.ca.gov), or call North Central Coast District Office at (415) 904-5260, the California Department of Fish and Wildlife (www.wildlife.ca.gov) and the U.S. Army Corps of Engineers at: www.spn.usace.army.mil). See also Paragraph 30 of this Advisory. Brokers have not verified and will not verify any of the issues detailed in Paragraph 40.

41. RENTAL PROPERTY, RENT CAPS & JUST CAUSE EVICTION: Effective January 1, 2020, with certain exemptions, California law limits the amount of rent increases that can be made by Landlords during any 12 month period of time and establishes "Just Cause" requirements for evicting Tenants who have continuously and lawfully occupied the Property for 12 months or more. This state law establishes criteria and procedures for At-Fault Just Cause Evictions, No-Fault Just Cause Evictions as well as Tenant payments for No-Fault Just Cause Evictions. Existing and future local ordinances may also apply to the frequency and amount of any rent increases as well as the ability to evict Tenants depending upon whether or not the local law is more restrictive on the Landlord than the state law. Rental property that is offered to the public must be done in compliance with all state and federal fair housing laws including but not limited to, making reasonable accommodations for individuals with disabilities and/or with service/assistance/companion animals. State law prohibits Landlords from refusing to rent to Tenants who intend to operate a day care facility; a residence with up to 14 children is deemed to be a legitimate residential use. State law also prohibits Landlords from discriminating against Tenants on the basis of their source of income, such as "Section 8", the informal name for the federal housing choice voucher program administered by HUD. Several HOAs already have or are considering imposing restrictions on new owners who intend to rent out some or all of their Property which may differ from rules for existing owners.

Landlords must provide various disclosures and advisories to Tenants and comply with state and local Landlord-Tenant regulations. For example, commencing July 1, 2020, Landlords must disclose, in writing, if the Property is exempt from the Just Cause Eviction requirements. Landlords must

also comply with Civil Code Section 827 when giving tenants notices of rent increases. Effective January 1, 2022, Landlords must provide tenants with a booklet entitled "Information on Dampness and Mold for Renters in California". Other statewide Landlord notice requirements include, but are not limited to, providing Tenants with a statutory flood hazard disclosure and a bedbug notice to all Tenants. Landlords must also comply with other regulations to eradicate bedbugs. Effective July 1, 2022, rental property may be subject to a government lead inspection if a city or county receives a complaint of a substandard building or lead hazard violation from a tenant, resident or occupant.

Sellers and Buyers of tenant-occupied property should consult with their own Local Landlord-Tenant Attorney to determine the legal viability of entering into an agreement that the Property shall be vacant prior to the Close of Escrow. Buyers intending to use some or all of a Property for rental purposes should investigate the condition of the Property and all rental property issues with appropriate governmental authorities, the relevant HOAs, and a Local Landlord-Tenant Attorney during Buyers' inspection/investigation contingency period, if any. Brokers are not qualified to provide legal advice and they are not qualified to determine which Landlord-Tenant laws apply to any given Property or Tenancy.

Although state law encourages construction of secondary housing units (an accessory dwelling unit "ADU" or "in-law unit") and prohibits HOAs from unreasonably restricting building an ADU on an owner's separate interest, the ability to construct those units and/or to rent those units to Tenants is still subject to local jurisdiction regulations and approvals. If Buyers intend to construct or use secondary units for rental purposes, they should investigate the financial and legal feasibility of those improvements and uses with appropriate experts during Buyers' inspection contingency period, if any. Brokers are not qualified to make those determinations.

42. RENTAL (SHORT-TERM & VACATION): Various local governmental entities and HOA have enacted, or are considering enacting, regulations on the ability of owners to rent out some portion or all of their Property on either a short-term (30 days or less) or long-term basis using services such as Airbnb and VBRO. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, parking requirements and noise restriction. State law has increased the minimum fines that are imposed for short term rentals that pose a threat to public health and safety. Renting out one's Property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&Rs"). In some areas, the HOA and/or governmental entities are classifying short-term and vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&Rs and/or requires approval of a home occupation permit from the local governmental entity. Neither Sellers nor Brokers can predict if, or when, any jurisdiction or HOA will adopt regulations, limitations or prohibitions on rentals in the future. Buyers who are considering using their Property for short-term or vacation rentals are strongly encouraged to investigate current and pending governmental and/or HOA rules and regulations related to rentals, insurance coverage, and the existence of taxation such as a Transient Occupancy Tax ("TOT") and to review that documentation with a qualified California real estate attorney as well as their own insurance broker prior to the Close of Escrow.

43. MELLO-ROOS DISTRICTS, 1915 BOND, AND OTHER FACILITIES DISTRICTS: The Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and a levy of a special tax pursuant to a Mello-Roos community facilities or other district. The existence of Mello-Roos and 1915 Bond districts should be referenced in a report by a Natural Hazard Disclosure ("NHD") company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Sellers or local disclosure. Sellers are generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. The responsibility for prorating or paying taxes and assessments should be determined as part of the negotiations for the Purchase Agreement.

44. "SUPPLEMENTAL" PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Pursuant to Civil Code § 1102.6(c), Seller or Seller's agent is required to provide the following "Notice of Your "Supplemental" Tax Bill" to the Buyer.

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes."

"The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bill will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions regarding this matter, please call your Tax Collector's Office."

Although this statutory Supplemental Tax Bill Notice refers to a loan closing as a trigger, it is actually the change of ownership which triggers this reassessment. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filled by the Buyer with the local taxing agency which identifies the sale price of the Property; however the Assessor may value the Property at its fair market value regardless of the sales price. Parcel and other types of taxes may be added and/or increase over time. For further information concerning these matters, Buyer should contact the County Assessor or Tax Collector and/or Buyer's own tax or legal advisors. Brokers do not have expertise on the issues in Paragraph 44.

45. PACE: California First, also known as PACE ("Property Assessed Clean Energy"), is a program available to homeowners to help with energy and water conservation improvements to their property. Through PACE, property owners may finance such projects as adding insulation or installing more energy efficient furnaces, drought tolerant landscaping or other conservation measures. Buyers and Sellers are cautioned that these financed funds become a line-item obligation on future property tax bills and are usually not listed on Preliminary Reports from Title Companies.

Note: Some lenders may not allow PACE financing because it affects their security interest. Effective January of 2018, Federal Housing Authority ("FHA") has announced that they will not insure any mortgage with a PACE lien in place. Buyers and Sellers are advised to consult with qualified tax, financial and legal advisors regarding the ramifications of an existing PACE loan and whether or not to apply for a PACE loan. Sellers should disclose the known existence of, and any other information regarding, PACE financing relating to the Property.

46. FIRPTA/CALIFORNIA WITHHOLDING: Federal law nominally requires Buyers to withhold and remit to the Internal Revenue Service a set percentage of the purchase price if a Seller is a non-resident alien, unless an exemption applies. The original 10% withholding amount is increased to 15% where the sales price is $1 million or more. Sellers may avoid this federal withholding requirement by providing to Buyers a "FIRPTA" statement duly claiming exempt status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number. Alternatively, a "Qualified Substitute" (such as the escrow holder) can state under penalty of perjury that it has verified the required taxpayer identification information. The Purchase Contract may impose time limits on how quickly the Seller must provide the required documentation. Buyers can also avoid the federal withholding requirement if the Property purchase price is $300,000 or less and Buyers sign an affidavit stating that they intend to occupy the Property as their principal residence. California law requires that Buyers withhold and remit to the Franchise Tax Board 3-1/3% of the purchase price unless the Sellers sign an affidavit that the Property was the Seller's (or the decedent's if a trust or probate sale) principal residence or that another exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Buyers and Sellers should seek advice from a Certified Public Accountant, attorney or taxing authority.

47. DEATH ON THE PROPERTY: California law requires that all Sellers, whether or not exempt from completing any specific disclosure forms, disclose any death on the Property and the manner of death that occurred less than three years of the date an offer to purchase is made. Although the California Legislature deems deaths that occurred more than 3 years prior to the date of sale not to be "material facts," any responses by Sellers and Listing Agents to direct questions on that topic must be truthful. Buyers who have questions or concerns about this topic should put their inquiries in writing for a written response, if any, from Sellers.

48. TRANSFER DISCLOSURE STATEMENT: Unless exempt, Sellers of residential property consisting of 1 to 4 units must complete a Real Estate Transfer Disclosure Statement ("TDS") even if the property is being sold "AS IS". The Parties cannot waive this statutory requirement. Seller must, for example, disclose any past or current lawsuits affecting the Property of which they are aware and disputes regarding construction defects with references to Civil Code Sections 900, 903, 910 and 914. See Paragraph 6 above. If Sellers have any questions regarding how to respond to any of the questions in the TDS, any supplements to the TDS, any other questionnaires, inquiries from Buyers or how to disclose any known material fact, Sellers should consult with their own qualified California real estate attorney.

If Sellers become aware of new information that affects the value, development, use and enjoyment of the Property that the Buyers are not otherwise aware of or has already been disclosed to the Buyers, Sellers may be required (depending upon, e.g., the purchase contract form) to amend the TDS and give Buyer a right to rescind the contract within 3 days of personal delivery (or 5 days of mailing/emailing) of the amended TDS. If Sellers have any questions regarding the obligation to provide and/or the benefits of providing an amended TDS, they should consult with a qualified California real estate attorney. Brokers do not have the requisite expertise to provide advice on the issues in Paragraph 48.

49. NATURAL HAZARDS DISCLOSURE: Unless exempt, Sellers of residential property consisting of 1 to 4 units must disclose known natural hazards on the Natural Hazards Disclosure Statement ("NHDS") form. Sellers generally retain the services of a third-party natural hazards disclosure company to review public records and maps to provide that information to Buyers. Where a Seller is exempt or is otherwise not required to provide the NHDS, it is recommended that Buyers still secure a NHD report to be informed of natural hazards which could affect the use and development of the Property. Some NHD companies provide information based upon federal, state, county and local sources, but these sources are not always consistent with each other, the maps relied upon may change over time, and the thoroughness of the report may vary depending upon the company chosen and the cost of the report. Buyers should carefully review all sources relied upon in the NHD report. Not all NHD companies use the same sources and some do not include all of the local information. Buyers should not rely exclusively on the NHDS or the accompanying NHD reports for all information regarding natural hazards which may affect the Property. Buyers who have questions about any NHD report should contact the NHD company that issued the report. Although some NHD providers are licensed geologists, they are not conducting a geological examination of the Property. Buyers should have the actual Property inspected by a licensed geologist, geotechnical engineer, or other licensed professionals to evaluate the past and current condition of the Property so as to assess its value, future use and development. Brokers are not qualified to determine the location or extent of natural hazards or to explain the contents of NHD reports.

50. GEOLOGIC HAZARDS: California has experienced earthquakes of varying sizes and frequency. There is always a potential for future earthquakes. Earthquake damage may not be discoverable by Buyers' or Brokers' visual inspections. Inspection by a licensed structural engineer is strongly recommended to determine the structural integrity and safety of all improvements on the Property. If the Property is a condominium, or is located in a planned unit or common interest development, Buyers should contact the Homeowners' Association regarding earthquake repairs and retrofit work. Buyers are encouraged to obtain and read the pamphlet entitled "The Homeowners Guide to Earthquake Safety." If the home was built prior to1960, Sellers may be required to complete a questionnaire within that pamphlet. If the Property was built before 1975 and contains structures built with masonry or precast (tilt-up) concrete walls, Sellers must provide Buyers with a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for review at city and county planning departments. Buyers should review public maps and reports and/or obtain a geologist's inspection report rather than relying solely on the NHDS (see Paragraph 49). Buyers may be able to obtain earthquake insurance; Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

51. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: California law requires the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones." Affected cities and counties must regulate construction projects within these zones. Improvement of affected properties may be subject to the findings of a geological report prepared by a registered California geologist. However, earthquakes and seismic hazards may occur outside designated zones. For further information, Buyers should make independent inquiries of any research company retained by Sellers (see Paragraph 49) or with appropriate government agencies concerning the use and improvement of the Property during the Buyers' inspection period, if any.

52. FIRE HAZARDS, HOME HARDENING & DEFENSIBLE SPACE: Fires annually cause the destruction of many properties in California. Due to climate and topography, certain areas have higher risks of fires than others. Certain fire hazard zones are reported in the NHDS (see Paragraph 49). Certain types of materials used in home construction create a greater risk of fire than others. However, there is a potential for fires even outside designated zones. Wildfire disasters can create health and safety concerns in the aftermath of clean-up efforts, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the impacted areas. Some of the concerns and issues of wildfires include, but are not limited to: lot clearing costs; environmental clean-up concerns; local, state and/or federal regulations for issuing

permits and/or for authorizing rebuilding efforts; availability and cost of securing appropriate insurance coverage and/or utilities; construction-related inconvenience and delay; and the impact that federal, state or local disaster declarations may have on materials, prices, costs and rent. State and local jurisdictions may require that homeowners maintain their properties by means of weed/brush abatement, tree trimming and other measures to create "defensible space" in a fire hazard area.

Effective January 1, 2021, Sellers of property built before January 1, 2010 that is located in high or very high fire hazard severity zones who must complete a Real Estate Transfer Disclosure Statement must also disclose their awareness of the property's fire hardening vulnerabilities. Effective July 1, 2021 Sellers of property that is located in high or very high fire hazard severity zones who must complete a Real Estate Transfer Disclosure Statement must also disclose whether or not there are any local ordinances regarding defensible space or local vegetation management ordinances regardless of the age of the property.

Fire prevention steps may be required of property owners in some areas. Properties located in a high or very high fire hazard severity zone may be subject to CalFire building and use restrictions which can impact the rebuilding, renovation and/or expansion of existing structures and the building of new structures. Information on minimum annual vegetation management standards to protect homes from wildfires may be obtained at www.readyforwildfire.org. Additional information may be obtained at the California Department of Forestry and Fire "CalFire" website http://fire.ca.gov/. CalFire also has a "Fire Hazard Severity Zone Viewer" at https://gis.data.ca.gov/datasets/ which may be used to determine if a property is in a fire hazard zone, if any. For further information, Buyers should contact the local fire department as well as Buyers' insurance agent during Buyers' inspection period, if any, regarding the risk of fires. Buyers should consult with all applicable governmental agencies regarding any questions about fire safety zones and applicable regulations; Buyers should also investigate with Buyer's own construction, architectural and development experts regarding any planned future use or development of the Property. Brokers do not have expertise on the issues addressed in Paragraph 52 and will not verify the fire hazard severity zone of the Property.

53. FLOOD HAZARDS/ZONES: The National Flood Insurance Program identifies flood plain areas and establishes flood-risk zones within those areas which are shown on the NHDS (see Paragraph 49). That program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States government. The extent of coverage and costs may vary depending upon which flood zone applies and some properties may now be required to have an elevation certification on file with the local government in order to obtain insurance coverage. Buyers should recognize that there is potential for flooding even outside designated zones; flood maps and flood designations may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Changing sea levels and heavy rainfall may also cause potential flooding. For further information, Buyers should consult their lender, insurance agent and the Federal Emergency Management Agency ("FEMA") during Buyers' inspection period, if any.

54. ENVIRONMENTAL HAZARDS: The presence of such environmental hazards as lead-based paint and other lead contamination, asbestos, formaldehyde, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, tri-chloro-ethane or tri-chloro- ethylene (a.k.a."TCE"), and other conditions and materials may adversely affect the Property and may cause health problems to people and animals. Buyers should have qualified experts inspect the Property for existing and potential hazards during Buyer's inspection contingency period, if any. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyers and Sellers should also read the pamphlets entitled "Residential Environmental Hazards; A Guide for Homeowners, Homebuyers, Landlords and Tenants" and "Protect Your Family from Lead in Your Home."

55. MOLD: Mold is one type of environmental hazard. The presence of toxic and non-toxic mold, fungi, mildew and other organisms (collectively referred to as "Mold") may adversely affect the Property. Current information indicates that some types of Mold may cause severe health problems for certain individuals, but not everyone. Not all Molds are detectable as part of a visual inspection by a Broker or even a professional whole-house inspector. It is also possible that the Property could have a hidden Mold problem unknown to the Sellers. The only way to provide any reasonable assurance that the Property does not have a Mold or other health hazard problem is to retain the services of an environmental expert to conduct specific tests at the Property. These tests customarily consist of an interior and exterior examination for airborne spores and a carpet test, but other procedures may be necessary. Any visible Mold should be professionally evaluated. Brokers have not verified and cannot verify whether there is or is not any type of health hazard.

Buyers should consider having a specific Mold test performed by an environmental professional as either a separate investigation or an add-on to their whole-house inspection. This is especially necessary if a Buyer has a known problem with Mold or if any of the inspection reports or disclosure documents indicate that evidence of past or present moisture, standing water or water intrusion at the Property, since most Mold thrives on moisture. All inspections, including those to detect Mold, should be completed during Buyer's inspection period, if any. Any waiver or failure on the part of Buyers to complete and obtain all appropriate tests, including those for Mold, is against the Brokers' advice. For more information about Mold, Buyers should consult the Environmental Hazards Pamphlet referenced in Paragraph 55.

56. UNDERGROUND STORAGE TANKS ("UST"): Many homes may have or have had an underground storage tank ("UST") for the fuel oil that fired the furnace or for storage of gasoline or oil. As natural gas became the standard fuel for home furnaces, virtually all of the old furnaces were replaced. However, many USTs remain buried on some properties and cannot be detected as part of a visual inspection. The California State Water Resources Control Board regulates all residential USTs in California. The licensing, inspection and regulation of residential USTs is currently not required if the tanks capacity is less than 750 gallons and it was used for fuel oil only. However, this does not guarantee that any given property would be exempt from abatement if a UST is discovered. Each municipality has different regulations that may include tank removal and soil cleanup of any toxic material that may have leaked from the UST. For further information, contact the Public Works Department, Building Department and Fire Department for the Property.

57. GOVERNMENTAL SERVICES: Economic and political factors may impact the cost, nature and extent of available governmental services including, but not limited to, law enforcement, fire protection, postal service and public works. Buyers should investigate the impact that these issues may have on the value, development, use and enjoyment of the Property during their inspection period, if any. Brokers have not verified and will not verify the issues addressed in Paragraph 57.

58. SCHOOLS: Neighborhood schools normally serving the Property may not have space available in current or upcoming school years and some schools may be impacted by busing, overcrowding, financial cutbacks, academic achievement difficulties, possible closings and other

issues. Each school district has its own rules regarding school assignments and these rules may change at any time with little notice. The ability to provide schooling for children with special needs varies greatly in different communities. Buyers should thoroughly investigate these and other issues with local school districts during Buyers' inspection period, if any. Brokers have not verified and will not verify the issues in Paragraph 58.

59. NOISE AND ODORS: Levels and types of noise and odors that bother one person may be acceptable to others. Factors which can impact these subjective, sensory issues include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby farming industry, construction, neighbors' indoor and outdoor activities, crops, animals and other causes. The Bay Area is also served by three international airports, several municipal and private airports and Moffett Field. Aircraft fly over virtually all residential areas creating noise levels that vary depending upon the aircraft type, size, altitude, time of flight, weather conditions and on the Property's proximity to flight paths and airports. Local amenities, facilities and venues including, but not limited to, the Shoreline Amphitheater, Mountain Winery, Montalvo Center for the Arts, Great America, Levi's Stadium, Avaya Stadium, SAP Arena, schools, parks and ball fields, produce noise at various times. Some coastal properties may be impacted by tsunami warning systems. Buyers should visit the Property at various days and times to personally determine noise and odor levels; Buyers should also contact the respective transportation agencies to determine whether potential noise and odors levels are acceptable to Buyers and will impact the value, development, use and enjoyment of the Property.

60. SMOKING & VAPING ORDINANCES: The Counties of Santa Clara and San Mateo as well some cities in those counties have or are in the process of enacting smoking ordinances regulating smoking pollution from a variety of tobacco and non-tobacco devices, including but not limited to vaping, within some types of residential property. These regulations may limit or affect where smoking is permitted, the terms of any applicable lease agreements, the smoker's responsibilities to others for the effects of second-hand smoke and other issues. Different rules may apply to multi-unit residences. CC&Rs and homeowners' association rules and regulations may also address these issues. For more information, Buyers should go to the applicable governmental website and should contact the homeowners' association.

61. MARIJUANA & DRUG LABS: Effective January 1, 2018, California has passed laws legalizing marijuana ("cannabis"); however, that statewide law requires local cities and counties to enact regulations for the issuance of permits and licenses prior to anyone using, cultivating, distributing and/or selling cannabis. Those regulations can include, but are not limited to, a determination as to the availability of water and other resources to grow cannabis. NOTE: there are still federal laws which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California that have passed contrary legislation is still possible. If Buyers are intending to purchase property that has been used for cultivation, distribution and/or sale of cannabis or if Buyers are intending to purchase property for those same purposes, Buyer should consult with a local, qualified California real estate attorney who has expertise in this area. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent.

The new State laws allow landlords to prohibit/regulate smoking of marijuana in or on the landlord's property as well as to allow landlords to prohibit the cultivation, distribution and sale of marijuana for any purpose.

Some properties may have been used as illegal methamphetamine labs. California law requires owners to notify occupants of such usage. Depending upon the circumstances, special clean-up efforts may be needed. Buyers should consider hiring an environmental hygienist contractor and other appropriate professionals to inspect a property where marijuana activity has taken place or where there has been a methamphetamine lab. Brokers are not qualified to make any determinations regarding the issues in Paragraph 61.

62. CRIME: The existence of crime is a fact of life. Some areas experience more crime than others and crime statistics for various areas may rise and fall over time. Local law enforcement agencies may target designated areas for special, but temporary, enforcement measures. Individual criminal acts may occur anywhere and may or may not be reported to law enforcement or news sources. During their inspection contingency period, if any, Buyers should check with local law enforcement agencies if concern over criminal activity is a factor in the purchase of the Property. Brokers do not undertake these investigations and do not have the necessary expertise to evaluate criminal activity.

63. "WIRE FRAUD" SCAM ALERT: Recently some Buyers and Sellers have received emails purportedly sent by their agent or an escrow company providing wire transfer information, but that are actually sent by hackers who re-direct the funds to the hacker's account with an off-shore site. Buyers and Sellers should confirm all email wire transfer instructions directly with the escrow officer by calling the escrow officer directly and personally confirming verbal wire transfer instructions before taking any steps to have their funds transferred. If a questionable wiring instruction has been received, Buyers and Sellers should promptly notify their bank, their real estate broker and the escrow officer, as well as the FBI at www.fbi.gov or the Internet Complaint Center at www.ic3.gov.

64. FREEWAYS, HIGHWAYS AND STREETS: The ability to travel on public roads varies greatly due to present and future changes in those roads, development and construction of other properties, weather, traffic congestion, and such other factors as peak travel times. Public and private events and venues can add substantially to travel times, and resultant traffic impacts may adversely affect the value, development, use and enjoyment of the Property. Buyers should assess their own transportation needs and investigate relevant transportation issues during various times and days of the week during their inspection period, if any.

65. TRAINS AND BART: Caltrans operates commuter trains that run daily from San Jose to San Francisco and make stops in Santa Clara and San Mateo Counties. A railroad train also runs between San Jose and Cupertino several times a week. Freight trains operate at various times of day and night in both counties. The Bay Area Rapid Transit district operates trains. Trains, train tracks and train stations may create noise, impact local streets, and affect the value and desirability of some property. Under regulations issued by the Federal Railroad Administration, trains must produce a distinct, separate, sequential blast at various grade crossings (where a street crosses the tracks) and whenever a train engineer sees a trespasser near the tracks. Caltrans has relocated horns onto the top of the locomotives, increasing the volume and range of the sound. Caltrans is attempting to balance neighborhood noise concerns with required safety regulations. Since ultimate impact on the Property or Buyers of any type of train traffic is subjective in nature, Buyers are advised to personally investigate these issues during their inspection period, if any, to determine their potential impact. For more information, go to www.caltran.org; www.bart.gov.

66. HIGH-SPEED RAIL: On November 5, 2008, California voters approved Proposition 1A authorizing funding of a high-speed rail transportation system ("HSRTS") linking various cities in the State. Both the location of the proposed HSRTS and the possible effect that the construction and operation of that system will have on residential areas has been the subject of concern and debate. Some news reports have

indicated that, depending upon the location of the HSRTS, it may have a negative effect on some properties in the San Francisco Bay Area. Precisely what impact, if any, the proposed HSRTS system will have on the Property or Buyers preferences is unknown either before, during or after construction and is subjective in nature. Brokers are not experts in this area and Buyers are advised to satisfy themselves with regard to this issue during their inspection contingency period, if any. The California High-Speed Rail Authority ("Authority") is responsible for planning, constructing and operating that HSRTS; Buyers can obtain more information at www.cahighspeedrail.ca.gov.

67. INSURANCE - CLUE REPORTS: Buyers should consult an insurance broker during Buyers' inspection period, if any, to determine the cost of homeowners' insurance, the types of available coverage and any restrictions that the carrier might impose. Some insurance companies may impose such retrofit requirements as installation of safety glass, fireplace spark arrestors, and a gas shut-off valve. (The fact that an insurance company may require these repairs as a pre-condition of coverage does not necessarily mean that a Seller is otherwise legally obligated to install such devices). Insurance coverage for certain high fire risk, hillside, oceanfront and brush properties may only be available from the California Fair Plan; coverage may be limited and the cost of this insurance may be increased. Buyer's own insurance agent should be consulted during Buyer's inspection contingency period, if any, regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing a California Fair Plan application. Flood insurance may also be required from the National Flood Insurance Program (see Paragraph 53). If the Property is a condominium or part of a common interest development, the Homeowners' Association may provide some insurance coverage for the common area and units, but the Homeowners' Association may not provide coverage for the individual units or the homeowners' personal belongings. Buyers should ask for a copy of the Homeowners' Association insurance certificate and provide that to their own insurance broker to ensure that adequate coverage is provided for. Buyers should also consider asking Sellers order a C.L.U.E. report, (a 5-year history of past insurance claims) on the Property. Some insurance companies at various times have stopped issuing homeowner's insurance policies in California as well as in other states as a result of the increase in mold claims. Some insurance companies will not issue a homeowner's policy on a home that has had any mold or water intrusion claims within the last five years. Obtaining homeowner's insurance may be difficult, if not more expensive, where either the Seller or the Buyer has made a mold or water intrusion claim within the last five years. During their inspection or insurance investigation, Buyers should assure themselves that homeowner's insurance can be obtained on the Property.

In the event that the Parties propose either that Seller retain possession of the Property after escrow closes (for any period of time), or that Buyer obtain possession prior to the Close of Escrow, the Parties should first consult with their insurance brokers to ascertain the availability of necessary insurance coverage.

68. TITLE INSURANCE: Buyers generally receive a Preliminary Report ("Prelim") from a title company as part of the Buyer's investigation of the Property. California law provides that a Prelim is only an offer of title insurance and is not a guarantee of title. The Prelim may not contain every item affecting title. Buyers should carefully review the Prelim and investigate all of the underlying documents that are referenced as policy "exceptions" or "exclusions". Although lenders must disclose that title insurance is optional, Brokers strongly encourage Buyers to purchase title insurance as recommended in the Mandatory Notice of California Civil Code Section 1057.6 which states, "Important: in a purchase or exchange of real property, it may be advisable to obtain title insurance in connection with the Close of Escrow since there maybe prior recorded liens and encumbrances which affect your interest in the property being acquired. A new policy of title insurance should be obtained in order to ensure your interest in the property that you are acquiring."

69. HOME WARRANTY: Buyers and Sellers can purchase home warranty plans that cover, both before and after Close of Escrow, various systems of the Property. Sellers can obtain coverage for the Property during the listing period. For an additional premium, upgraded policies providing additional coverage for, e.g., air conditioning, pool, spa, appliances, well and other features may be available. Home warranties do not cover every aspect of the Property and may not cover pre-existing conditions, upgrades for repairs required by state or federal laws. Buyers should review the availability of various home warranty plans during Buyers' inspection period, if any.

70. COMMON INTEREST DEVELOPMENTS ("CID") & CC&Rs: If the Property is a condominium or is located in either a planned unit development or common interest subdivision, there will probably be a HOA as well as governing documents that pertain to the HOA, individual properties and the common area. HOA rules and regulations may limit Buyers' use and enjoyment of the Property. Buyers should keep in mind that HOA governing documents can change over time (by board action, the member approval process and/or court action thus there is no guarantee that the Buyers' future intended uses will be allowed. For more information about the types of governing documents, the duties and obligations of Sellers and Buyers, please review the PRDS® Common Interest Development Advisory.

If there are any unlawful discrimatory covenants contained in recorded CC&Rs, Owners and future Owners have the right to have that language removed through the restrictive covenant modification process that is handled by the County Recorder's office.

71. PRIVATE TRANSFER FEE: A private transfer fee ("PTF") is a payment required and imposed within CC&Rs or other recorded instruments and due upon transfer of title. Sellers must disclose the existence of any PTF, the amount of the fee required, a description of how the fee is calculated, the entity that is to be paid, the purposes for which the fee will be used, and the date or circumstances under which the obligation to pay the transfer fee expires, if any. Since Seller may not actually know whether the Property is subject to a PTF, Buyers should carefully examine any and all title documents and consult with a Title Officer to determine this issue.

72. NON-CONFIDENTIALITY OF OFFERS: Sellers or Sellers' representatives may not be legally obligated to treat the existence, terms or conditions of any Buyers' offer as confidential unless confidentiality is required by law, regulation, or a confidentiality agreement exists between the parties. Sellers and Buyers should carefully consider the relative need, value, advantage and disadvantage of requiring the execution of a confidentiality agreement as a precondition to submittal of an offer in consultation with a real estate attorney early enough in time for the attorney to prepare a satisfactory confidentiality agreement (if any) and for it to be delivered to Broker prior to presentation of Buyers' offer.

73. LIQUIDATED DAMAGES: A liquidated damages clause enables Buyers and Sellers to set a cap on the maximum amount of damages that Sellers may recover if Buyers breach the Purchase Contract. The liquidated damages clause in a real property purchase contract needs to be separately initialed by both Parties to be enforceable. For any deposits put into escrow after the initial deposit to be subject to the liquidated damages clause, there must be a separately signed or initialed agreement made at the time of the subsequent deposit. If the Property contains 1 to 4 residential units, one of which the Buyers intend to occupy, California Civil Code §1675 limits the amount of deposit that is subject to the

liquidated damages clause to a maximum of 3% of the purchase price. Even if Buyers and Sellers agree to include liquidated damages in the Purchase Contract and there is a breach of contract by Buyers, the deposit will generally not be released by the escrow holder without mutually consistent written instructions from the Buyers and Sellers or a decision by a judge or arbitrator. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. California law prohibits including in the Purchase Contract any other type of remedy (such as a release or forfeiture of deposit or a non-refundable deposit) aside from the statutory liquidated damages clause for the Buyers' breach of contract. Brokers cannot give any legal advice about the issues in Paragraph 73 or determine who is entitled to receive the deposit. Any questions on these topics should be referred to a qualified California real estate attorney.

74. MEDIATION AND ARBITRATION: Mediation is a form of dispute resolution which involves hiring a neutral third party (the "Mediator") to facilitate informal discussions and negotiations with the goal of reaching a settlement of the dispute; the Mediator does not determine who is right or who is wrong. The Parties involved in the mediation generally share in the cost of this confidential, non-binding process. If no settlement agreement is reached, either Party may pursue further legal action as provided in the Purchase Contract. A Party's failure or refusal to mediate before resorting to arbitration or judicial action may result in that Party losing the right to recover their attorney's fees even if he or she prevails. Which Parties should be involved in mediation and who should serve as the Mediator are issues that need to be determined by an attorney. Brokers are not qualified to represent Buyers or Sellers in resolving disputes through mediation since Brokers cannot give legal advice. Brokers are not obligated to mediate with the Parties unless they agree to do so in writing.

Arbitration is a form of dispute resolution which involves hiring a neutral third party (the "Arbitrator") to render a formal decision on the claims and allegations and what damages, if any, shall be paid. Arbitration may be faster and less expensive than resolving disputes by litigation in court. The rules are usually less formal than in court; it is a private process that is not of public record. Arbitration is best handled by attorneys who understand real estate principals and the arbitration process issues. By agreeing to Arbitration, the Parties give up their rights to a jury trial and appeal. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts of the case. If Parties agree to arbitration, any dispute arising out of purchase and sale must (with some limited exceptions) be submitted to binding arbitration. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. The Purchase Contract does not obligate the Brokers to participate in arbitration even if Buyers and Sellers agree to use that forum; however, Broker may have the option to voluntarily agree to participate. Brokers cannot give legal advice regarding these matters.

75. LEGAL ACTION: Sellers should disclose to Buyers any known claim or legal action (litigation or arbitration) which affects the title or use of the Property, whether or not that claim or legal action is resolved. Buyers should consult with their attorney regarding the affect that any disclosed claim or legal action may have on the value, development, use and enjoyment of the Property.

76. COMMUNICATION SERVICES & DEVICES: The availability of communication services differs throughout the state and the quality of those services is a subjective issue, due to people's individual preferences and uses. The quality and range of cell phone reception that a Buyer's current carrier provides may not be as good (or even available) at the Property; Buyers need to evaluate that issue for themselves. Buyer's should also investigate the availability of any desired type of television service (e.g., cable, satellite) and the quality of reception. The availability, quality and cost of internet access and service should also be investigated to make sure that Buyers' intended uses are feasible. Asking if a Seller has had any problems with the current internet service (including, but not limited to, any issues with the speed of downloading and uploading data), is not necessarily the best means of predicting whether the Buyer will be satisfied with the internet service; Buyers should contact the internet service provider to determine if the current service will be adequate for Buyer's intended usage and/or the cost of installing a service that will better meet the Buyer's needs. Brokers cannot and will not verify the availability, quality or cost of any communication services or devices.

REGIONAL ISSUES:

77. LITIGATION BY OR AGAINST A CITY, COUNTY OR GOVERNMENTAL AGENCY: Buyers should investigate whether there is any pending litigation or administrative claim that may affect the value, development, use or enjoyment of the Property or impact the ability of the local community to provide necessary services. Buyers should check appropriate governmental websites.

78. COASTAL CONDITIONS, SEA LEVEL RISE: Property located near coastlines may be subject to frequent strong winds, wind-driven rain, fog, salty sea air and/or mist, as well as direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age structures and personal property items exposed to the elements. Coastal properties may be negatively impacted by ocean tides/currents, increased risk of flooding, sinking land, and tsunamis. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of siding or roof shingles, water intrusion and other problems are common; thus, coastal properties require regular, thorough maintenance efforts. Development, current and future use, maintenance, repair and remodeling of coastal properties may be regulated by the California Coastal Commission and other governmental agencies (see Paragraph 40). Buyers should investigate these conditions and restrictions as well as the cost of increased maintenance and repairs that may be needed.

Sea level rise has the potential to negatively impact coastal properties in many ways, including, but not limited to, the following: coastal flooding; shoreline, beach and bluff erosion (that may necessitate sand replacement and/or result in loss of land, landscaping and structures); short term and long term viability of seawalls and bulkheads (regardless of the legal status of such structures);. limitations on new coastal construction, development, improvement and/or repairs to existing properties and structures; enactment of geological hazard abatement districts and assessments; and changes to the "mean high tide line" which is used to determine property boundary lines. For more information about sea level rise, Buyers may go online to the National Oceanic and Atmospheric Administration Office for Coastal Management at https://search.usa.gov/search?affiliate=csc_search_all&query=sea+level+rise Brokers do not have expertise on the issues addressed in Paragraph 78.

The foghorn located at the El Granada breakwater is audible at times and at various sound levels in adjacent coastal communities, depending upon weather conditions and proximity. California Emergency Management Agency ("Cal EMA") and the California Geological Survey ("CGS") have released California Tsunami Inundation Maps covering approximately 50% of the state's coastline and 100% of the San Francisco Bay Area. Buyers should investigate local emergency preparedness and potential tsunami hazards by going to the following websites: www.myhazards.calema.ca.gov and www.consrv.ca.gov/cgs.

79. SAN FRANCISCO BAY REGULATIONS: The San Francisco Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes may be subject to the jurisdiction of the BCDC, which may limit size and location of structures and impose other requirements and restrictions on property owners. Buyers of such property should contact BCDC at (415) 352-3600 for additional information.

80. BAY FILL: Some properties that are built on bay-fill have experienced salt leaching from the soil into and through concrete causing corrosion to the iron rebar in the foundations. Buyers of property built on bay fill should investigate this issue with qualified professionals.

81. AGRICULTURAL AREAS: Agricultural enterprises occasionally produce dust, noise and odors and utilize airborne fertilizers and pest control products which, depending on weather and other conditions, proximity and manner of application, may affect the environment and surrounding residential areas.

82. GOLF COURSES: There are several golf courses in San Mateo and Santa Clara Counties. Property located near a golf course may be affected by errant golf balls, noise, lighting or other problems that Buyers should investigate.

83. "LOCAL OPTION" DISCLOSURES: Cities and counties can enact "Local Option" disclosures, which require Sellers to disclose issues of local concern on a specifically required Disclosure Form. The Cities of Pacifica, Millbrae, South San Francisco and San Bruno have enacted ordinances requiring separate disclosures about noise generated by airports and aircraft. Sellers in the unincorporated areas of Santa Clara County are required to disclose specific information about that County's "right-to-farm" ordinance, the private well inspection disclosure ordinance, whether or not the Property is subject to a contract pursuant to the California Land Conservation Act of 1965 ("Williamson Act"), and whether the Property is subject to an open space easement agreement. Although Brokers may provide the Local Option Disclosure form to Sellers and Buyers, only the Seller is to complete the questions contained in that form.

84. AFFORDABLE HOUSING (MANDATED): Many cities are studying how to add residential units and "affordable housing" within their jurisdictions so as to comply with state and local legal requirements; some cities are in litigation relating to mandatory affordable housing issues, and others have already implemented affordable housing plans. As a result of recent revisions to state laws, there is a possibility that multi-family units and/or Accessory Dwelling Units ("ADUs") may be added to existing properties within single-family housing developments which may change the character and appearance of some traditional neighborhoods. For more information about what any particular city is doing in regard to this topic, go to that city's website (the sites for cities in San Mateo and Santa Clara County are listed on the last page of this Advisory). Brokers do not have expertise on the issues addressed in Paragraph 84.

85. SIGNAGE & ADDRESS IDENTIFICATION ORDINANCES: Many cities regulate the type and size of "For Sale" and other signs that may be located on private property and public property. The visibility, size and type of residential house numbers are also subject to various local regulations. In some cities, residential addresses must be illuminated.

LOCAL SAN MATEO COUNTY ISSUES

86. SAN MATEO COUNTY ONSITE WASTEWATER ORDINANCE: All new residential or commercial facilities that are unable to connect to a sewer line must install an Onsite Wastewater Treatment System ("OWTS"), depending on the size of the property and where it is located (e.g., Half Moon Bay, Portola Valley, Woodside and unincorporated areas of San Mateo County). For a new Septic System, a site exam and soil percolation test must be completed prior to submission of a septic installation permit application. A remodel of properties serviced by existing OWTS may require an upgrade of the OWTS and additional plans or testing may be necessary. Existing septic tanks must be serviced by a certified septic pumping company that must provide the County with a copy of the written report regarding the condition of the septic tank within 30 days of pumping. If there are deficiencies noted in the OWTS, the County Environmental Health Department will notify the owner in writing of the needed corrections and the homeowner will then have 60 days to make the repairs. Securing a septic inspection report is not a condition of sale unless Buyer and Seller agree in writing to conduct that inspection or it is required by a local ordinance. Any resulting report must be provided to the County. Brokers cannot determine the impact or applicability of this ordinance; Buyers and Sellers should investigate this issue by going to the following website: www.smchealth.org/landuse.

87. DALY CITY 3R REPORT: Daly City requires sellers of residential property of 1 to 3 units to obtain a report of the residential building record ("3-R Report"), which must be provided to Buyers. The 3-R Report is prepared by the Daly City Building Division from its historical records only and is not based upon an actual inspection of the Property. The information in the 3-R Report may not be accurate or complete for various reasons. Although most of the City's records are computerized, many records were originally handwritten and incomplete. It is possible that errors could have occurred when the information was transferred from the original documents, and these errors might be repeated in subsequent 3-R Reports. However, the 3-R Report does contain useful information.

Buyers of residential property of 1 to 3 units in Daly City should not rely solely on the permit information contained in 3-R Reports. Some properties may have rooms, additions, structures or decks where there is no record of a permit ever having been issued for their construction. Such improvements may or may not have been built with a permit or officially finaled. If an improvement was constructed without all necessary permits or not in compliance with building codes, the City may require the owner to remove it or legalize it at substantial cost. Buyers should independently confirm the information contained in a 3-R Report during their inspection period, if any, and should engage the services of a qualified contractor, architect or other professionals to verify its information. For additional information or to request a 3-R Report, contact the Daly City Building Division, 333 90th Street, Daly City, California 94015-1895; Telephone (650) 991-8061.

88. FOSTER CITY LEVEE PROTECTION: For several years, the City of Foster City Public Works Department has been studying a plan to improve its Levee System which provides flood protection and creates recreational purposes. The planned improvements may increase local assessments. For more information go to www.fostercity.org/publicworks.

89. HALF MOON BAY: The City of Half Moon Bay settled a law suit resulting in the issuance of city bonds; the City will be using insurance proceeds to pay down its debt. Buyer should investigate whether this latest fiscal decision impacts the ability of Half Moon Bay to provide necessary services. For additional information go to www.hmbcity.com.

90. HILLSBOROUGH ORDINANCES: The Town of Hillsborough Municipal Code requires Sellers of real property to provide Buyers with a Statement of Compliance regarding proper installation of spark arresters, smoke alarms and address number visibility by means of illuminated numbers. Buyers of property located in Hillsborough should not close escrow without receiving the Seller's Statement of Compliance form. The Town of Hillsborough also requires sewer lateral and water services testing procedures when real property is sold.

The Town of Hillsborough Municipal Code 5.12.050 requires the issuance of a permit for possession and use of home alarm systems. These permits cannot be assigned to the Buyer as part of the sale of residential property. Buyers who are acquiring property in Hillsborough which is already equipped with a home alarm system or who intend to install a home alarm system must secure a new permit. Permit applications can be obtained at the Hillsborough Town Hall at 1600 Floribunda Avenue. For more information about the home alarm permit requirements, sewer lateral and water testing and other requirements for property located in Hillsborough go to the following website: www.hillsborough.net.

91. MILLBRAE FIRE SPRINKLER AND ILLUMINATED ADDRESS NUMBER ORDINANCES: The Millbrae Municipal Code requires that, in addition to complying with the State of California Smoke Detector law, fire sprinklers must be installed in the garage of any building or structure, including one or two family properties. This requirement is triggered when any addition, alteration or repair of the structure or building (with the exception of repairs to the exterior only) requiring a building permit is undertaken and the cost estimate exceeds $1,000.
The Millbrae Municipal Code also requires that all building addresses must be visible and legible from the street or road in front of the property and the addresses must be either internally or externally illuminated.

92. PORTOLA VALLEY RESIDENTIAL DATA REPORT AND HISTORIC PRESERVATION: The Town of Portola Valley requires sellers to provide buyers with a Residential Data Report from the Town listing the regularly authorized use, occupancy and zoning classification of the property. The information in the Residential Data Report is from historical records only and is not based upon an actual inspection of the property. The Residential Data Report may not be accurate or complete for various reasons. It is possible that errors could have occurred when the information was transferred from the original documents and these errors might be repeated in subsequent reports. However, these reports contain useful information regarding the permits that are of record with the Town. Buyers should independently confirm the information in the Residential Data Report during their inspection period, if any, including engaging the services of a qualified contractor, architect or other construction professional to verify the information in the Residential Data Report. For additional information or to request a Residential Data Report, go to the Town of Portola Valley's offices located at 765 Portola Road, Portola Valley, California 94028. For additional information, call (650) 851-1701. See also Paragraphs 29 and 30 of this Advisory.

93. REDWOOD SHORES: Redwood Shores is a master-planned community. Property located in Redwood Shores may be subject to multiple homeowners' associations. For more information about Redwood Shores, contact the managing agent for the Redwood Shores Owners' Association at the Manor Association (650) 637-1616 or go to the following website: www.RSOA.info. The Redwood Shores Community Association is a social and community advocacy organization which can be contacted at the following website: www.RSCA.org.

94. SAN MATEO CITY SUPPLEMENTAL FLOOD ZONE DISCLOSURE: The Federal Emergency Management Agency ("FEMA") has been investigating the possibility of expanding the flood hazard area designations for the City of San Mateo. . On July 13, 2009, the City Council for the City of San Mateo approved the formation of the South Bayfront Flood Control Facilities Assessment District to create a funding source for improvement of the City's levees. Buyer is advised to investigate this issue with the City of San Mateo, a third-party provider of Natural Hazard Disclosure Statements and their own insurance broker to determine the possible ramifications of expanding the flood designation on the value, use and enjoyment of the Property. For questions or concerns related to the South Bayfront Flood Control Facilities Assessment District, flood insurance, any FEMA related topics, and any other regulations which might impact property located in the City of San Mateo, contact the City Offices at (650) 522-7327 or go to the following website: www.cityofsanmateo.org.

LOCAL SANTA CLARA COUNTY ISSUES

95. ALDERCROFT HEIGHTS COUNTY WATER DISTRICT ("AHCWD"): AHCWD is a California Special District that provides water services in the Aldercroft Heights neighborhood of the Santa Cruz Mountains. Sellers are responsible for contacting the AHCWD's Business Office so that a final meter reading can be taken and a transfer fee is collected in escrow. To initiate water service, the Buyer must also contact the AHCWD's Business Office and all past due water service charges must be made current as a condition of receiving water service. Brokers have not determined and will not determine applicable charges. Buyers and Sellers should investigate this issue by calling (408) 353-4255 or going to the following website: www.aldercroftheightscwd.org.

96. LOS ALTOS HILLS: The Town of Los Altos Hills has established standards for roads and has compiled a list of private streets. Private streets can be converted to public streets under specified conditions. Buyers should investigate to determine if any given street is public or private or whether any given private street can be dedicated to the Town; the Town is also implementing a separate pathway plan. For information about this or any other issues affecting property in the Town of Los Altos Hills, go to the following website: www.losaltoshills.ca.gov.

97. MORGAN HILL: The Valley Water District intends to drain Lake Anderson as part of its plan to rebuild Anderson Dam in 2016; the project will take approximately 3 years to complete. It is unknown what impact, if any, the retrofit project will have on the development, condition, use, and enjoyment of surrounding homes. Buyers are encouraged to investigate this project by contacting the Water District at www.valleywater.org.

98. SARATOGA: The City of Saratoga has enacted an ordinance which may require an occupancy inspection upon transfer of title on properties other than single family residences. For information about this or any other issues affecting property in Saratoga, go to the following website: www.saratoga.ca.us/

99. SUNNYVALE: The City of Sunnyvale has enacted an ordinance which requires storm water run-off management by owners of certain types of buildings. This ordinance may impact some common interest developments which may trigger a point-of-sale disclosure by the Homeowners' Association. Sellers and Buyers should investigate whether or not the ordinance is applicable and its impact, if any, on the Property. For further information go to: Sunnyvale.ca.gov.

COUNTY AND MUNICIPAL WEBSITES

Counties and Cities have additional local codes and regulations that affect real property that are not listed in this Advisory. Local requirements may impact the value, desirability, use and/or development of real property and are subject to change over time. County and Municipal websites are a useful source of information about their communities including, but not limited to, elected officials, government agencies, school districts, non-profit & for-profit organizations and local propositions. While these websites are provided for your convenience in accessing additional information, this Advisory does not warrant or guarantee the completeness or accuracy of the information contained in these sites and/or their resources. Buyers and Sellers are strongly advised to research all available information they deem necessary to make reasoned decisions about buying or selling real property; it is not the obligation of real estate licensees to investigate these issues.

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/
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.portolavalley.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.woodsidetown.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/
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/

ELECTRONIC SIGNATURES

You may be able to sign transaction documents electronically making it possible to skip from one signature line to the next and thus easier to ignore the terms and conditions to which a signature or initial applies. If you choose to sign documents electronically be certain to take your time to read each document thoroughly and only sign or initial those documents that you with full knowledge and consent intend to sign.

SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:

1. Brokers do not warrant or guarantee the past, present or future condition of the Property and shall not be responsible for any unknown, 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 and will not verify square footage or size of structures or land, boundary lines of the Property, statements made by others (including but not limited to Sellers), information contained in inspection reports, the MLS, 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 any type of 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 18 PAGE ADVISORY.

DATE: 8/11/2024 SEL[redacted]

DATE: 8/11/2024 SEL[redacted]

DATE: 10/8/2024 BU[redacted] Elizabeth McAnir

DATE: _____ BUYER _____

CALIFORNIA ASSOCIATION OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY

(This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached)

(C.A.R. Form SBSA, Revised 6/24)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine **(i)** the basis of the property for income tax purposes; and **(ii)** any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

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TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 9-10	Pages 10-11	Pages 11-12	Pages 13-14	Page 15

		Page
1.	Accessory Dwelling Units	5
2.	Arbitration	12
3.	Building Permits, Zoning and Code Compliance	5
4.	Buyer Intended Future Use	6
5.	California Fair Plan	6
6.	Community Enhancement and Private Transfer Fees	13
7.	Death on the Property	10
8.	Earthquake Fault Zones and Seismic Hazard Zones	10
9.	Easements, Access and Encroachments	2
10.	Electrification of Energy Source	11
11.	Electronic Signatures	11
12.	Environmental Hazards	3
13.	EPA's Lead-Based Paint Renovation, Repair and Painting Rule	10
14.	Escrow Funds	12
15.	Fire Hardening, Defensible Space, and Wildfire Disasters	5
16.	Fire Hazards	10
17.	FIRPTA/California Withholding	10
18.	Flood Hazards	11
19.	Formaldehyde	3
20.	Future Repairs, Replacements and Remodels	6
21.	General Recall/Defective Product/Class Action Information	13
22.	Geologic Hazards	3
23.	Golf Course Disclosures	9
24.	Heating Ventilating and Air Conditioning Systems	6
25.	Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement	6
26.	Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval	13
27.	Home Warranty	12
28.	Identification of Natural Persons Behind Shell Companies in All-Cash Transactions	12
29.	Inspections	3
30.	Insurance, Title Insurance and Title Insurance After Foreclosure	6
31.	Land Lease	7
32.	Legal Action	13
33.	Liquidated Damages	12
34.	Marijuana and Methamphetamine Labs	7
35.	Marketing; Internet Advertising; Internet Blogs; Social Media	14
36.	Mediation	12
37.	Megan's Law Database Disclosure	11
38.	Mold	3
39.	Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions	9
40.	Neighborhood Noise Sources	9
41.	1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts	8
42.	Non-Confidentiality of Offers	12
43.	Notice of Your Supplemental Property Tax Bill	11
44.	Online or Wire Funds Transfers	12
45.	Owner's Title Insurance	7
46.	PACE Loans and Liens	14
47.	Pets and Animals	4
48.	Preliminary Title Report	5
49.	Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting	10
50.	Recording Devices	14
51.	Re-Keying	14
52.	Rent and Eviction Control Laws and Ordinances	8
53.	Retrofit, Building Requirements, and Point of Sale Requirements	8
54.	Schools	9
55.	Sea Level Rise	10
56.	Septic Systems	4
57.	Short Term Rentals and Restrictions	8
58.	Signing Documents Electronically	11
59.	Soil and Geologic Conditions	4
60.	Solar Panels and Net Energy Metering	14
61.	Square Footage, Lot Size, Boundaries and Surveys	4
62.	Swimming Pool, Security and Safety	8
63.	Underground Pipelines and Utilities	9
64.	Views	8
65.	Water Intrusion	4
66.	Water Shortages and Conservation	8
67.	Well and Water System(s)	5
68.	Wildlife	9
69.	Wood Balconies, Stairs, and Other Structures	14
70.	Wood Destroying Pests	5
71.	Zone Maps May Change	11

A. Investigation of Physical Conditions

1. **EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

2. **ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.
3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited

to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors frorn animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.

9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.

11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.
13. **WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
14. **FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website http://www.readyforwildfire.org.
    Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at https://egis.fire.ca.gov/FHSZ/.
    Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
    A. California Department of Insurance ("Wildfire Resource") http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
    B. Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources http://wildfirerecovery.org/
    C. California Department of Forestry and Fire ("Cal Fire") http://fire.ca.gov/ and https://www.readyforwildfire.org/
    D. California Department of Transportation https://calsta.ca.gov/
    E. California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1

    Brokers do not have expertise in this area.
15. **PRELIMINARY (TITLE) REPORT:** A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer reviews the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers do not have expertise in this area.

B. Property Use and Ownership

1. **ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
2. **BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards

or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): **(i)** Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program. Home warranty policies may not cover such inspections or repairs, **(ii)** the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and http://www.epa.gov/ozone/title6/phaseout/22phaseout.html, and **(iii)** New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: **(i)** designated as a historical landmark, **(ii)** protected by a historical conservancy, **(iii)** subject to an architectural or landscaping review process, **(iv)** within the jurisdiction of the California Coastal Commission or other government agency, or **(v)** subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage

or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Buyer does not own the land, **(ii)** the right to occupy the land will terminate at some point in time, **(iii)** the cost to lease the land may increase at some point in the future, and **(iv)** Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
10. **MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf and the U.S. Department of Justice memo regarding marijuana prosecutions at https://www.justice.gov/opa/press-release/file/1022196/download. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.
11. **OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

    Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

    Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

12. **RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's inspection contingency period. Brokers do not have expertise in this area.
13. **RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require **(i)** the installation of operable smoke detectors, **(ii)** bracing or strapping of water heaters, and **(iii)** upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.
14. **SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
15. **VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
16. **SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
17. **WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: **(i)** limitations on the amount of water available to the Property, **(ii)** restrictions on the use of water, and **(iii)** an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
18. **1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

1. **GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: **(i)** Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. **(ii)** Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. **(iii)** Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. **(iv)** Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions http://www.faa.gov/uas/faqs/). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS**: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to

implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

   Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
   A. California Coastal Commission contact information: https://www.coastal.ca.gov/contact/#/
   B. State Lands Commission contact information: https://www.slc.ca.gov/contact-us/
   C. National Oceanic and Atmospheric Administration (sea level rise page): https://coast.noaa.gov.slr/
   D. California Coastal Commission (sea level rise page): https://www.coastal.ca.gov/climate/slr/
   E. Federal Emergency Management Agency (FEMA): https://www.fema.gov/flood-maps; https://msc.fema.gov

   If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: **(i)** failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and **(ii)** failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting 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. See the EPA website at http://www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: **(i)** Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed $1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is $300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. **(ii)** California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller

signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is $100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://www.meganslaw.ca.gov/. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

   "California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

   The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

   Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.
9. **ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.
10. **ELECTRIFICATION OF ENERGY SOURCE:** Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

1. **SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to

sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is $300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers,

verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: **(i)** may last for a fixed period of time or in perpetuity, **(ii)** are typically calculated as a percentage of the sales price, and **(iii)** may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at http://www.cpsc.gov/ during Buyer's inspection contingency period. Another source affiliated with the CPSC is http://saferproducts.gov/ which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

   Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."
4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the

legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Solar panel systems may have net energy metering. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.
10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025,and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported

in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

A. ☐ _____

B. ☐ _____

C. ☐ _____

D. ☐ _____

Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller [redacted] at each has read, understands and received a copy of all 15 pages of this Advisory.

BUYER [redacted] Elizabeth McAninch Date 8/8/2024

BUYER [redacted] 63D726DB65F3417... Date _____

SELLER [redacted] Date 8/11/2024

SELLER [redacted] Date 8/11/2024

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CONSUMER INFORMATION ACKNOWLEDGEMENT

To Whom It May Concern:

I, the undersigned, acknowledge receipt of the "Homeowner's Combined Information Guides" booklet which includes the following publications:

I. **Residential Environmental Hazards** - A Guide for Homeowners, Homebuyers, Landlords and Tenants
California Environmental Protection Agency – 2011 Update

II. **Protect Your Family From Lead in Your Home**
United States Environmental Protection Agency

III. **Homeowner's Guide to Earthquake Safety**
State of California Seismic Safety Commission

IV. **HERS- What is Your Home Energy Rating?**
California Energy Commission

Property Address: 961 Eichler Dr, Mountain View CA 94040

Buyer's Signature: [redacted] Elizabeth McAninch Date: 10/8/2024

Buyer's Signature: _____ Date: _____

Selling Agent's Signatu[redacted] Date: 10/7/2024

Property Address: 961 Eichler Dr, Mountain View CA 94040

Seller's Signature: [redacted] Date: 8/11/2024

Seller's Signature: [redacted] Signed by: E3483BDE2756421... Date: 8/11/2024

Listing Agent's Signature: [redacted] DocuSigned by: 55DA83264445445... Date: 8/9/2024

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Deposit Agreement Addendum

Property: 961 Eichler Dr, Mountain View CA 94040

The Parties understand, acknowledge and agree that any failure by Buyer to make a timely deposit into escrow of the agreed-upon initial and/or additional deposits shall be deemed to be a material breach of this Agreement and, at Seller's sole discretion, shall entitle Seller to pursue any and all legal and/or equitable remedies as well as recover any and all damages of any kind, including but not limited to attorneys' fees and costs, that result from the Buyer's breach of this Agreement, whether or not the Liquidated Damages provision has been initialed by all Parties."

10/8/2024
Date

[redacted]
Elizabeth McAninch

Buyer

8/11/2024
Date

[redacted]

[redacted]

Docusign Envelope ID: 519EF3A2-F456-4A33-9E99-516AA9D19D8B

Deposit and Square Footage Addendum

Property: 961 Eichler Dr, Mountain View CA 94040

Buyer understands that putting the deposit into escrow is not a contingency of the contract.

Recently, many different online sources have been quoting many different 'county' lot sizes and house sizes. Buyer has satisfied themselves of any of their potential concerns.

Buyer Signat [redacted] Elizabeth McAninch Date 10/8/2024

63D726DB65F3417...

Buyer Signature _____ Date _____

www.prdsforms.com

PRDS® CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

DESIGNED FOR USE WITH PRDS® FORMS

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REALTOR®

Effective January 1, 2020, the California Consumer Privacy Act of 2018 ("**CCPA**") gives California residents certain rights regarding their private, personal information that is collected by companies with whom they do business. "Personal information" is broadly defined in the CCPA to include any information that could reasonably be linked directly or indirectly to you as a consumer, including, but not limited to, basic contact information; photographs of and/or sales information about your real property may also be included. When you are involved in a real estate sales or leasing transaction, some of your personal information will necessarily be collected and some portion of that data will likely be shared with others in that process.

During the course of your transaction, your real estate Broker/Agent may share your personal information with various services providers so as to facilitate the transaction; one such provider is the Multiple Listing Service ("**MLS**") which is a database of properties listed for sale or lease that is accessible to a significant number of other local real estate Brokers/Agents. The local MLS may also share that information with other MLS such that your personal information may be shared with many real estate professionals and vendors who create or support these databases. Through the MLS, listings containing your personal information may appear on other real estate-related websites or other mediums of display which post such listing information. Either the listing Broker/Agent or the MLS, as authorized by the Broker/Agent may also transmit listings containing your personal information to internet sites that post property listings online. Thus, there are various service providers and companies during the course of your transaction who may be involved in data sharing that includes your personal information.

Not all individuals and/or entities with whom you interact during a real estate transaction are required to comply with the CCPA, which means that you may or may not be entitled to certain rights and protections afforded by the law when dealing with those entities. As an example, many real estate brokerages and California MLSs may not be deemed covered businesses under the CCPA; however, it is likely that large scale, internet listing aggregate sites would need to comply.

To the extent that the CCPA affects the sharing of your personal information, you may have the right to "opt out" of this data sharing depending upon the MLS. You may have the right to instruct the MLS or other service providers to refrain from sharing your personal information. It should be noted that at the outset of a listing, the Seller or Landlord has the right to refuse to authorize submission of the listing to the MLS or to limit internet exposure; however, such exclusions could well limit the number of real estate professionals and prospective buyers who are aware the Property is available for sale or lease. Choosing not to utilize the MLS may have a negative impact on the marketing of the Property.

If the MLS and/or other service providers are not covered by the CCPA, the MLS and/or other service providers are not obligated to respect your opt-out request.

To opt out of data sharing you will need to contact the covered business to submit your opt-out instructions. Your Broker or Agent might be able to assist you with locating the website address for the MLS or other services providers where you can submit your opt-out instructions but they cannot guarantee your success in opting out.

For more information about the CCPA and your privacy rights, the undersigned should carefully review California Civil Code §§1798.100 – 1798.198 with their own attorney. Brokers are not qualified to provide legal advice on this or any other subject.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

Date: 10/8/2024 ☐ Seller ☒ Buyer ☐ Landlord ☐ Ten[redacted] Elizabeth Mc/

Date: _____ ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant: _____

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NATURAL HAZARD DISCLOSURE STATEMENT

Report Date: 8/14/2024
Report Number: 64170-3793
Subject Property: 961 EICHLER DR
APN: 189-60-019
Page Number: 1 **(Signature Page)**

NOTICE: This acknowledgement page does not represent the entire natural hazard disclosure report issued by MyNHD. Buyer acknowledges receipt of the entire NHD report and agrees to be bound by the terms and conditions thereof.

APN: 189-60-019 ADDRESS: 961 EICHLER DR MOUNTAIN VIEW, CA 94040-2938

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 subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and 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 _X_ No ___ Information is not available from local jurisdiction _X_ **Per FEMA Flood Cert.**

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

___ Yes _X_ No ___ Information is not available from local jurisdiction

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

___ Yes _X_ No

High FHSZ in a state responsibility area (SRA)	___ Yes	_X_ No
Very High FHSZ in a state responsibility area (SRA)	___ Yes	_X_ No
Very High FHSZ in a local responsibility area (LRA)	___ Yes	_X_ No

A WILDLAND AREA (State Responsibility Area/SRA) THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS 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 _X_ No

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

___ Yes _X_ No

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

___ Yes (Landslide Zone) _X_ No ___ Map is not yet released by state

_X_ Yes (Liquefaction Zone) ___ No ___ Map is 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. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s) DocuSigned by: [redacted] Date _____ Signature of Seller(s) _____ Date _____

Signature of Agent [redacted] Date 9/21/2024 Signature of Agent(s) _____ Date _____

Check only one of the boxes:

— Transferor(s) (Seller(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) (Seller(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.

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

This statement was prepared by the following provider: **Third-Party Disclosure Provider(s) MyNHD, Inc. Date 8/15/2024**

PLEASE VERIFY THE STREET ADDRESS AND ASSESSOR'S PARCEL NUMBER PROVIDED TO MyNHD FOR ACCURACY.

There are other statutory disclosures, determinations and legal information in the Report. Refer to Report for these additional disclosures, determinations and legal information. With their signature below, Transferee(s) also acknowledge(s) they have received, read, and understand this document, the Terms and Conditions, and the additional disclosures, determinations and legal information provided in this Report, in the AB 38 Advisory and information, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, Lead-Based Paint and Mold, which booklets/information are available at https://www.MyNHD.com/booklets/combined_booklets_engl.pdf. Irrespective of the flood and fire zone determinations, insurance companies may, at their discretion, require additional flood and /or fire insurance based upon their assessment and the location of the [redacted] your insurance provider for up to date quotes ,coverages and insurability.

Signature of Buyer(s) [redacted] Elizabeth McAnnich 10/7/2024 Date _____ Signature of Buyer(s) _____ Date _____

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CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: [redacted]
Page Number: 1

First American Title™

DocuSigned by:
63D726D865F3417...

10/8/2024

First American Title Company

California Department of Insurance License No. 2549-4

Escrow Officer: [redacted]
Phone:
Fax No.:
E-Mail:

Title Officer: [redacted]
Phone:
Fax No.:
E-Mail:

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: TBD
Owner: [redacted]
Property: 961 Eichler Dr
Mountain View, CA 94040

PRELIMINARY REPORT

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

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

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

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

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

961 EICHLER DR
BLACK OAK

City of Mountain View

HERITAGE TREE APPEAL NOTICE

The decision to deny the removal of this Heritage Tree has been appealed. An appeal shall automatically stay issuance or denial of the Heritage Tree Notice to remove or deny removal of the tree(s) identified on the notice (Mountain View City Code Section 32.31). An appeal hearing has been set before the Urban Forestry Board for **Wednesday, June 10, 2026 at 6:00 PM**, in the Maple Room of the Community Center 201 S. Rengstorff Ave, Mountain View, CA 94040. Meeting will also be in Zoom format and will be available on our website under Parks and Recreation Commission when the new agenda is ready as we get closer to the date. For information regarding the appeal, please contact the Forestry Division Office at 650-903-6273.

This notice shall be posted until a final decision has been rendered.

_____ 02/23/26

Posted By Date

City of Mountain View
Urban Forestry Division
231 North Whisman Road
P.O. Box 7540
Mountain View, CA 94039-7540

PK-16 (1/96)

City of Mountain View

COMMUNITY SERVICES DEPARTMENT
URBAN FORESTRY DIVISION
231 North Whisman Road, P.O. Box 7540
Mountain View, CA 94039-7540
650-903-6273 | MountainView.gov

February 23, 2026

Elizabeth McAninch
961 Eichler Dr
Mountain View, CA 94040

HERITAGE TREE APPEAL: **961 EICHLER DR/HTR-16164**

Dear Elizabeth:

Please be advised that the Urban Forestry Division has scheduled the appeal hearing for the denied removal of one (1) Black Oak Heritage Tree

The Urban Forestry Board will review this appeal at their meeting on **Wednesday, June 10, 2026 at 6:00 PM**. The meeting will be held at the Community Center – Maple Room, 201 S. Rengstorff Ave, Mountain View, CA and will also be available via Zoom. If you would like to join the hearing via Zoom you will be able to find the link at https://mountainview.legistar.com/Calendar.aspx.

You are invited to attend this meeting and present your concerns to the Board. An example of what to expect at the hearing is: staff will present a report. The appellant will have up to 10 minutes to speak. The Commission may ask questions of any presenters, including staff and the appellant. The Commission will open and close public comment. Staff will have an additional 2 minutes for final comments, and the appellant will also have 2 minutes for final remarks. Afterward, the Commission will begin deliberations, make a motion, and vote.

Sincerely,

Russell Hansen
Urban Forest Manager

9589 0710 5270 3175 2358 78

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Postmark Here

Elizabeth McAninch
961 Eichler Dr
Mountain View, CA 94040

February 17, 2026

Dear Mountain View Urban Forestry Division,

I wish to appeal your denial of the application to remove a black oak heritage tree at 961 Eichler Dr, Mountain View, CA, 94040. I appreciate your time in reviewing the following documentation, and advocating for the health and safety of our community.

1) Structural Issues: You said in your denial that the tree was "without any signs of decline or structural issues". However, a certified arborist, Henry Ardalan, examined the tree on December 22, 2025 and found signs of infection by wood rotting pathogen and compromised structural integrity (see attached A [Arborist Report]). In addition, on February 2, 2026 Matt Feisthamel, Urban Forest Coordinator from Mountain View Forestry sounded the tree with a mallet and internal decay *was* detected (he gave verbal confirmation to me at that time). How do you reconcile Henry Ardalan's and Matt Feisthamel's findings versus your statement in the denial letter?

2) Unfortunately, I have no other photographs of the fungal fruiting bodies but will try to capture them in the future after the soil is backfilled off the roots.

3) Home damage: You document in your denial that "no damage to the home was found or provided." On February 2, 2026 Matt Feisthamel declined to enter the home and observe the extensive water damage from leaky roof due to tree debris, but you're more than welcome to request a visit and I can open the home for you. In addition, please see further documentation attached.
    a. Attachment B: Home Inspection. Please see page 9, 11, 12 , 13 and 38. Photo at the bottom of page 12 is debris accumulation of this heritage tree, and the ceiling leaks are under that. Photo on 38 is the leaking skylight under the tree.
    b. Attachment C: Roof Inspection. Please see extensive documentation of roof damage due to debris accumulation impeding water flow, despite many attempts at patching with caulk/sealant. Please also see photo 15 and 25, debris under black oak.
    c. Attachment D: Termite Inspection. See diagram 4B and page 4 – "Water stains were noted to the exposed roof sheathing in various areas. Indicated at 4B on the diagram. This could indicate possible past or present roof leakage."
    d. Attachment E: Disclosures from home sale, page 6 roof leakage.
    e. Homeowner Photo 1: interior view of roof leakage in southeast corner of home after rain.



f. Homeowner Photo 2: interior view of roof leakage in southeast corner of home after rain. Please note the moldy skylight.



g. Homeowner Photo 3: interior view of roof leakage in southeast corner of home after rain.



h. Homeowner Video 1: Unable to submit as you have required a paper submission of appeal. If you would like it emailed to you, or uploaded in your portal, please advise.

4) The home is currently undergoing a (Mountain View-permitted) remodel, including repairs of the extensive water damage and roof damage. This included trenching and unfortunately many of this tree's roots were severed (see images below). As the tree is currently defoliated, I don't know exactly how badly this damaged the tree, but taken into consideration with the (i) existing structural issues, (ii) proximity to the house, (iii) well-documented damage to the house directly under the tree, and (iv) now the severing of almost half of the roots, I hope that you will overturn your decision and permit removal of this heritage tree so that I can plant lovely, healthier trees, slightly further away from the house.



Sincerely,

Elizabeth McAninch
961 Eichler Dr
Mountain View, CA, 94040
[redacted]

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Home Inspection Report

961 Eichler Dr, Mountain View, CA 94040



2 **FURTHER EVALUATION** Some moisture staining was noted on the underside of the roof sheathing in the south hallway, in the kitchen, in the bathrooms and in the bedrooms. Staining of this type is likely to be the result of past roof leakage and appeared to be dry at the time of the inspection. Consulting with the seller or current occupant for additional information on the history and performance of this system is suggested. (See the 'Roofing System' page for related information on this system.) (See the 'Interior Components' page for related information on this matter) Review of the roofing page in this report may provide additional information on the current condition of the roof covering. Review of a current pest control report is suggested and may provide additional information on this condition. Further evaluation of this area to verify current conditions is recommended.







3 **REPAIR** Damage to the wood sheathing by wood boring insects was noted in the east bedroom at the ceiling. Treatment and repair of the affected wood sheathing is often needed to correct this condition. Review of a current pest control report is suggested and may provide additional information on this condition.



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Roofing System

DESCRIPTION OF THE ROOFING SYSTEM

SLOPED ROOF COVERING	• Asphalt Shingle
LOW SLOPED ROOF COVERING	• Built Up Roofing – Tar and Gravel
ROOF FLASHINGS	• Metal • Mastic sealed
ROOF DRAINAGE SYSTEM	• Built in at eave • Downspouts discharge above grade
SKYLIGHTS	• Curb Type – Plastic Dome
METHOD OF INSPECTION	• Walked on roof
ROOF COMPONENTS NOT INSPECTED	• Solar Thermal system on roof

ROOFING SYSTEM INSPECTION DETAILS

In accordance with the CREIA© Standards of Practice pertaining to Roofing Systems, this report describes the roof coverings and the method used to inspect the roof. Inspectors are required to inspect the roof covering, flashings, roof drainage systems, skylights and roof penetrations where visible and accessible. We examine the roof material for damage and/or deterioration as well as conditions that may indicate a limited service life remains. The observations and recommendations listed below are based on the general condition of the roofing system at the time of the inspection. Regular maintenance is required on all roofs systems and should be included in the seasonal maintenance budget.

ROOFING SYSTEM OBSERVATIONS AND RECOMMENDATIONS

Sloped Roofing - Asphalt Shingle

An asphalt shingle roof covering is in use on this home. Generally, asphalt shingles are installed on a solid surface such as plywood or solid plank sheathing. The individual asphalt shingles are fastened over an underlayment comprised of asphalt felt paper. The inspection revealed the following observations.

4 **CLIENT ADVISORY** A solar thermal (water heating) panel system has been installed on the roof and covers portions of the roofing material. As is common with systems of this type, the roofing material below the panel/s is not visible and could not be inspected. No conclusions are made or offered in inaccessible areas. We suggest further evaluation of this area when access can be provided. It should be noted that inspection and testing of the solar thermal system is beyond the scope of an industry standard home inspection and was not performed. Consulting with the seller or current occupant for additional information on this system is suggested. If additional information on this system is desired, consulting with a qualified specialist in the appropriate field is suggested. Review of the manufacturer's installation and operations guidelines for information on the operation and maintenance of this system is suggested.



5 **MAINTENANCE** Tree droppings and/or debris were noted on the asphalt shingle roof covering. Accumulated tree droppings/debris limit the inspection of the roof covering, interfere with drainage and should be removed to prevent leakage. Seasonal cleaning of the roof cover may be needed and is recommended as necessary to prolong the useful life of the roofing material. Improvements are recommended.



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6 **SAFETY ISSUE** A loose metal component from the thermal heating panels was observed on the roof covering at the west side of the home. A loose or unsecured component can be blown or fall from the roof without warning and can be a risk of injury. ***This condition presents a safety hazard and requires corrective action to reduce the potential for injury.*** Removal of these items from the roof is strongly recommended.



Low Slope Roofing

The roof covering is tar and gravel. Tar and gravel roofing is a common original material on low sloped roof systems. Also known as "built-up roofs", tar and gravel roofing consist of a layers of asphalt and tar paper that are fastened to the roof surface with molten asphalt applications. The layers are laminated and then covered with gravel to hold them down and protect against UV degradation. Some of this gravel becomes embedded in the hot asphalt, and some remains loose on the roof surface floor. The life expectancy of tar and gravel roofs is approximately 10-20 years. The inspection revealed the following observations.

7 **REPAIR** The mastic sealed roof at the edge at the north/west corner was found to have voids or openings at the roof surface. Poorly sealed roof flashing is susceptible to leakage and resultant moisture damage. Improvement to seal the voids or opening is recommended. We suggest consulting with a qualified roofing contractor for further evaluation and repair as needed.



8 **MAINTENANCE** Store items and/or debris were observed on the roof covering at the north side of the home. Items placed on the roof can hold moisture in contact with the roof covering, can cause premature deterioration and/or damage of the roofing material and clog the roof drainage system. Removal of these items from the roof is recommended.



9 **MAINTENANCE** Tree droppings and/or debris were noted on the roof covering. Debris can clog downspouts and overflow the roof gutter/s and lead to moisture damage of the surrounding eave material below. Clearing the debris should be undertaken as soon as possible. Seasonal cleaning will be needed to maintain proper drainage of the gutter and downspout system.

10 **FURTHER EVALUATION** Staining on the interior of the home was noted at a number of locations. This is commonly associated with roof leakage. (See the 'Structural Components' page for related information on this matter.) (See the 'Interior Components' page for related information on this matter) We suggest consulting with the seller or current occupant for additional information on this matter. We suggest consulting with a qualified roofing contractor for further evaluation of the roof covering in this area.



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Skylights

One or more skylights have been installed on the roof surface. A review of the skylights was undertaken. The inspection revealed the following observations.



11 **REPAIR** The plastic dome on the skylight at the south/west corner has cracking damage on the surface visible. This condition should be evaluated further as leakage may develop over time. Budgeting to replace this plastic cover is advisable. Repairs to correct this condition are recommended.

Gutters & Downspouts

The gutters and downspouts provide for drainage of the roof covering. Gutters should be checked for debris and cleaned on a regular as part of ongoing routine maintenance. The inspection revealed the following observations.

12 **UPGRADE** Splash blocks normally found at the base of the downspouts were observed to be missing. Splash blocks provide a valuable function by routing the roof runoff as it discharges from the downspout, away from the foundation. Adding splash blocks where not provided is advisable.

13 **UPGRADE** The roofing system does not include a complete gutter and downspout system around the perimeter of the roof. Adding gutters and downspouts where not already installed may be desirable. This type of upgrade would be beneficial in routing the roof run-off away from the foundation. The installation of gutters and downspout were needed should be considered for the long-term benefits.

LIMITATIONS OF THE ROOFING SYSTEM INSPECTION

As we have discussed and as described in your inspection contract, this is a visual inspection limited in scope by, but not restricted to, the following conditions,

THE INSPECTOR IS NOT REQUIRED TO:

- Walk on the roof surface if in the opinion of the *inspector* there is a risk of damage or a hazard to the *inspector*.
- Warrant or certify that roof *systems*, covering, or *components* are free from leakage.

ADDITIONAL CONDITIONS LIMITING THE INSPECTION:

- Not the entire underside of the roof sheathing is inspected for evidence of leaks.
- Evidence of prior leaks may be disguised by interior finishes.
- Estimates of remaining roof life are approximations only and do not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice buildup, and other factors.
- Antennae, chimney/flue interiors which are not *readily accessible* are not inspected and could require repair.
- Roof inspection may be limited by access, condition, weather, or other safety concerns.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

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refinishing. Review of a current pest control report is suggested and may provide additional information on this condition.

Bathroom Vanity Cabinets

The bathroom vanity cabinets in each bathroom inspected appeared to be in good condition overall. The doors and drawers tested were functioning properly.

Skylights

The fixed pane skylight/s appeared to be functioning properly with no visible signs of leakage.

85 **FURTHER EVALUATION** Moisture staining was noted on the ceiling finish below each of the skylights. The surface was dry. Staining of this type is commonly an indication that some leakage or high moisture conditions have occurred at this location. (See related comments in this report) The moisture staining to date appears to be cosmetic, however, undetected moisture damage may be concealed and require repair. Further evaluation of this condition is needed. Review of a current pest control report may provide additional information.



LIMITATIONS OF THE INTERIOR COMPONENTS INSPECTION

As we have discussed and as described in your inspection contract, this is a visual inspection limited in scope by, but not restricted to, the following conditions,

THE INSPECTOR IS NOT REQUIRED TO:

- *Inspect* window, door or floor coverings.
- *Determine* whether a building is secure from unauthorized entry.
- *Determining* the integrity of hermetic seals at multi-pane glazing.
- Use a ladder to inspect *systems* or *components*.

ADDITIONAL CONDITIONS LIMITING THE INSPECTION:

- Central vacuum systems, home alarm systems, household appliances, recreational facilities, paint, wallpaper, and other finish treatments when provided are not inspected.

Please also refer to the pre-inspection contract for a detailed explanation of the scope of this inspection.

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City of
Mountain View

OFFICE OF THE CITY CLERK

Miscellaneous Fee
Collection Schedule

Name: Elizabeth McAninch Date: 2/17/2026

Address: 961 Eichler Drive

ACCOUNT		
020012-42715	Sales of maps, pamphlets, codes, ordinances, charters, publications, Precise Plans, agendas, minutes, Council reports, copies, faxes (DOCFEE)	
020012-42799	Heritage Tree Appeal (TREEAP)	$325.00
020012-42715	Sales of City Code and Code Supplements Subscription (CTYSUB)	
710100-22150	Elections—Deposit for Printing of Candidate's Statement (CANDST)	
020038-42715	Elections—Precinct Maps (ELCMAP)	
020012-43643	Sales of City Souvenirs (SOUVEN)	
211215-42799	Zoning Appeal to Council—CDD (ZONEPP)	
020012-42799	Other Appeal to Council (_____)	

CITY OF MTN VIEW CITY H
500 CASTRO ST
MOUNTAIN VIEW, CA 94041
02/17/2026 13:15:10

CREDIT CARD

VISA SALE

'CD2

Card #	XXXXXXXXXXXX5062	): 582219
Chip Card:	VISA CREDIT	INCH
AID:	A0000000031010	
SEQ #:	2	0.00
Batch #:	2219	-325.00
INVOICE	2	-325.00
Approval Code:	017652	
Entry Method:	Contactless	
Mode:	Issuer	325.00
SALE AMOUNT	$325.00	325.00
		0.00

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Legislation Text

File #: 206224, **Version:** 1

Heritage Tree Removal Application Appeal-500 W. Middlefield Road

Adopt a Resolution of the Urban Forestry Board of the City of Mountain View to Deny the Appeal, Uphold Staff's Decision, and deny the removal of one (1) Heritage Tree at 500 W. Middlefield, to be read in title only, further reading waived (Attachment 1 to the memorandum).

City of Mountain View

MEMORANDUM

Community Services Department
Urban Forestry Division

DATE: June 10, 2026

TO: Urban Forestry Board

FROM: Russell Hansen, Urban Forest Manager

SUBJECT: **Heritage Tree Removal Application Appeal—500 W. Middlefield Road**

RECOMMENDATION

Adopt a Resolution of the Urban Forestry Board of the City of Mountain View to Deny the Appeal, Uphold Staff's Decision, and deny the removal of one (1) Heritage Tree at 500 W. Middlefield, to be read in title only, further reading waived (Attachment 1 to the memorandum).

BACKGROUND

Article II, Protection of the Urban Forest, Sections 32.22 through 32.39 of the Mountain View City Code (MVCC or Code) was established to preserve certain trees designated as Heritage trees within the City of Mountain View. The preservation program contributes to the welfare and aesthetics of the community and retains the great historical and environmental value of these trees. The Code requires a permit be obtained prior to removal of a Heritage tree, and City staff, under the authority granted in the Code to the Community Services Director, has been designated to review and approve, conditionally approve, or deny removal permit applications. Under the Code, there are specific criteria for granting a permit to remove a Heritage tree. The determination on each application is based upon a minimum of one of the conditions set forth in the Code (Attachment 2).

MVCC Section 32.31 allows any person aggrieved or affected by a decision on a requested removal to appeal the decision by written notice within 10 calendar days after the notice of the decision is posted or mailed.

HERITAGE TREE REMOVAL APPLICATION

An application to remove one (1) *Sequoia sempervirens*, Coast Redwood (hereinafter referred to as "Redwood") at 500 W. Middlefield was submitted by Veena Thammavongsa with A Plus Tree LLC, on behalf of Common Interest Management Services ("Applicant"), on December 17, 2025 (Attachment 3). On the application, the applicant marked three (3) of the boxes under reasons for removal for the consideration of the tree:

- "Tree is in good or fair health"
- "Tree does not have proper growth space"
- "Tree is growing in close proximity to structures and causing damage (or will in the near future)."

The Applicant also provided the following comments from within their arborist report for consideration with the removal application:

"Tree 1, Coast Redwood, Sequoia sempervirens is outgrowing its space. The trunk presses against the wood patio fence, & root pruning for patio repairs will require cutting into the root collar & removing anchoring roots. If left unmitigated the tree will cause more damage to the fence."

The Redwood tree was denied a permit for removal by staff because it did not meet the criteria under MVCC Section 32.35. Specifically, the denial notice set forth the following:

"Healthy canopy without major signs of decline. Trunk flare is located approximately ten and one-half (10.5) feet from the foundation of building unit# 149. The patio of unit #149 contains concrete interlocking pavers, three (3) pavers were found to be uplifted up to one (1) inch, likely due to tree roots from tree, it appears roots can be pruned and pavers reset to create an even surface area. The root pruning necessary to complete repairs on patio is unlikely to impact health or stability of the tree. Trunk is growing on a slope between a wooden fence and driveway below, it appears area is adequate to support growth of tree. Trunk is located approximately four (4) inches to wooden fence; fence can be modified to accommodate tree growth if necessary. Does not meet ordinance criteria for removal."

Notice of the City's decision was posted on February 24, 2026 (Attachment 4).

An Appeal (Attachment 5) was filed on March 5, 2026, by the Applicant disputing staff's findings and expressing concerns regarding the Redwood's root impacts, future growth, cost to maintain and necessary future fence repairs. Staff's responses to the points made in the appeal are included in "Staff's Evaluation" below.

Notice of the appeal was posted on March 9, 2026 (Attachment 5).

SPECIE PROFILE

SEQUOIA SEMPERVIRENS

The *Sequoia sempervirens* Coast Redwood is a tree native to the coastal mountain range of Northern California and Oregon, where they can grow to a height of two hundred (200) feet and provide as much as one hundred (100) feet of canopy spread. In the urban environment, however, they typically only reach heights of one hundred (100) feet and provide up to sixty (60) feet of canopy cover.

While this species has only a limited number of pest and disease issues and is hardy in its native range, it is known to be very drought-sensitive with warmer temperatures and limited coastal fog.

STAFF'S EVALUATION

When evaluating Heritage tree removal applications, staff considers if the reason(s) for removal on the application matches what is observed in the field and whether any of the criteria under Section 32.35 of the MVCC is met, with an emphasis on the intent to preserve heritage trees, as required by the City Code.

Sequoia sempervirens

This Redwood is located along a private, interior Homeowners Association (HOA) maintained driveway bordering the patio yard of unit #149 and the driveway. The tree provides canopy cover to at least two (2) units within the complex. This Redwood is considered a private tree because it is located within a privately maintained roadway. Staff estimates this Redwood to be approximately seventy (70) feet tall with a spread of approximately twenty (20) feet and diameter of thirty (30) inches. Overall, the canopy is in good health, and the live crown ratio is appropriate for the species. Staff estimate the tree to be fifty (50) years old. The Redwood is a heritage tree under MVCC Sec. 32.23(c)(3) as its circumference is greater than twelve (12) inches in circumference when measured at fifty-four (54) inches above natural grade.

Staff's initial inspection of the Redwood showed an overall healthy canopy with good structure and no pest or disease issues. The Redwood has previously had its canopy raised to approximately fifteen (15) feet for clearance above the nearby driveway and patio area. There were no reports of prior large limb failures.

Redwoods have increased tolerance of root pruning versus other species of trees and staff believe future root pruning in the patio area can be managed for several more years before significantly impacting the tree. Staff recommend increasing the irrigation within the common areas to promote root growth outside the patio to prepare for potential future root pruning within the patio area.

While staff understand the Redwood tree may impact the patio and the wooden fence in the future, if repairs are not possible without major impacts to the health and stability of the tree, the property owner can submit a new application citing a material change in circumstances under MVCC Sec. 32.31(e).

In response to the points made in the written appeal, the appeal provided a statement concerning root impacts. "Per the arborist from A Plus Tree, there is continued damage to the property due to the proximity of the tree and most importantly the main issue is that the alternative to removing the tree would be cutting the roots, which will destabilize the tree due to the difficult time of the tree recovering from root cutting". While staff did not have the opportunity to inspect the root system under the lifted pavers in the patio, staff believe careful, selective, root pruning is an option to preserve the Redwood while repairing the patio. Staff estimate the root pruning necessary to fix the lifted pavers and reset level again will impact less than ten (10) percent of the root system and is unlikely to cause major damage to the health or stability of the tree.

The appeal provided a statement with concerns of future impacts from the growth of the tree. "Given the assumed age of the tree, the trunk alone has a great potential to grow to 3 times in diameter. This will require excessive root pruning and will harm the health and stability of the tree". The current diameter of the tree is thirty (30) inches and has begun to impact the fence that separates the HOA common area and the private patio. It is staff's opinion that this conflict can be managed with creative modification of the fence. The tree is currently approximately ten and one-half (10.5) feet to the home and staff believe future root impacts based on the growth rate is acceptable and root pruning is an effective management strategy at this time.

The appeal provided a statement with concerns of the cost of the impacts from the tree. "The cost spent a couple of years ago to replace the fence and patio due to the damage from the tree was over $7,340. Having to replace or fix the property's fence and patio every couple of years is an unreasonable economic burden." Staff acknowledge the high cost for the past repairs from impacts of the tree but is of the opinion

that future repairs will likely be less costly and if managed well could occur at a more reasonable frequency.

The Appeal provided a statement with concerns of modifying the fence. “In addition, the suggestion in the denial letter to modify the fence to accommodate tree growth is not possible, since the set rules in the Willow Park Mountain View Homeowners Association CC&Rs doesn’t allow for external alterations that will alter the external appearance of the complex.” Staff inspected the fence, and it appears the fence does not need modifications at this time. If the fence needs modifications in the future, it appears the fence could be modified without significantly altering the external appearance of the complex, but the applicant did not clarify the CCR’s definition of an external alteration.

In looking at the criteria for removal under MVCC Sec. 32.35, staff’s evaluation did not find any of the criteria met, as follows:

1. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services.

   Staff’s evaluation of the tree did not find that the condition of the tree required its removal, as it’s overall health and structure is good, and there is no evidence of any nuisance, damage, or interference issues that cannot be addressed through corrective pruning or other means.

2. The necessity of the removal of the heritage tree in order to construct improvements and/or allow reasonable and conforming use of the property when compared to other similarly situated properties.

   Staff’s evaluation of the tree did not find that removal of the heritage tree was necessary in order to construct improvements because there are no improvements proposed.

3. The nature and qualities of the tree as a heritage tree, including its maturity, its aesthetic qualities such as its canopy, its shape and structure, its majestic stature and its visual impact on the neighborhood.

   Staff’s evaluation of the tree found that the tree and structure of the canopy is good and the tree provides significant value and benefit to the neighborhood, therefore this criteria was not met.

4. Good forestry practices such as, but not limited to, the number of healthy trees a given parcel of land will support and the planned removal of any tree nearing the end of its life cycle and the replacement of young trees to enhance the overall health of the urban forest.

   Staff’s evaluation of the tree did not find that the tree should be removed due to good forestry practices as no facts to support this criteria were provided or observed.

Representative Photos

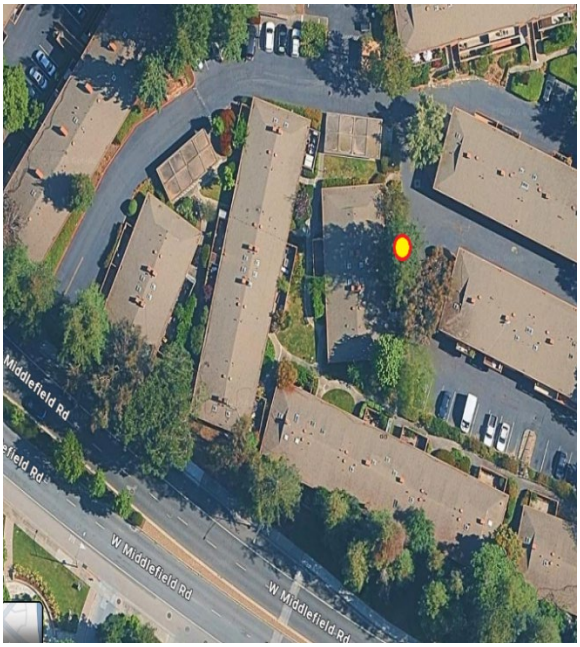


Photo #1
Aerial image showing tree of concern in HOA



Photo #2
Driveway view of tree of concern



Photo #3
Photo of fence and tree looking North



Photo #4
Photo of the tree facing South



Photo #5
Photo of patio of unit #149



Photo #6
Photo of uplifted of pavers (approx. 1 inch.)

URBAN FORESTRY BOARD

The Parks and Recreation Commission serves as the Urban Forestry Board (Board) for Heritage tree appeals under MVCC Section 32.26. The Board must consider whether to uphold staff's decision and deny the appeal or overturn that decision using the criteria set forth in MVCC Section 32.35. The Board must support its decision with written findings. Staff has provided the Board with a draft resolution with findings upholding staff's decision to deny the removal of the one (1) Heritage Tree. If the Board overrules staff's decision and allows for removal of the one (1) Heritage Tree, staff recommends the Board make their findings orally, and staff will include the findings and decision in this meeting's written minutes.

SUMMARY

Staff recommends denying the appeal and denying the removal of the one (1) Heritage Tree.

~~RH/AF/4/CSD~~
~~228-10-09-24M~~

Attachments:
1. Resolution
2. Mountain View City Code, Article II, Protection of Urban Forest
3. Heritage Tree Application and Arborist Report
4. Heritage Tree Notice of Decision
5. Heritage Tree Appeal and Notice

Attachment 1

CITY OF MOUNTAIN VIEW URBAN FORESTRY BOARD
RESOLUTION NO.
SERIES 2026

A RESOLUTION OF THE URBAN FORESTRY BOARD OF THE CITY OF MOUNTAIN VIEW TO DENY THE APPEAL, UPHOLD STAFF'S DECISION, AND DENY THE REMOVAL OF ONE HERITAGE TREE AT 500 W. MIDDLEFIELD ROAD

WHEREAS, an application was received for the removal of One Heritage Tree at 500 W. Middlefield Road on December 17, 2025; and

WHEREAS, the Forestry Division issued a decision on the application denying the removal of One Heritage Tree on February 24, 2026; and

WHEREAS, the decision denying the removal of the Heritage Tree was timely appealed; and

WHEREAS, at its duly noticed public hearing on June 10, 2026, the Urban Forestry Board considered the appeal of the application for removal of the Heritage Tree and independently reviewed and considered the application, staff report, public testimony, Heritage Tree Ordinance, and other information in the record; now, therefore, be it

RESOLVED by the Urban Forestry Board of the City of Mountain View that the Heritage Tree Removal Permit appeal is hereby denied, and the Heritage Tree shall be preserved, based on the required findings pursuant to Mountain View City Code Section 32.35 set forth below:

1. The City Code requires the preservation of all healthy Heritage trees unless specific criteria are met pursuant to Mountain View City Code Section 32.35.
2. The City Code places emphasis on the preservation of trees and when mitigation is possible, efforts should be made to preserve trees as opposed to removal.
3. The Urban Forestry Board determines that the removal of the Heritage tree does not meet any of the criteria set forth in City Code Section 32.35 as follows:

    a. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services. (Section 32.35(a)(1))

    The Urban Forestry Board agrees with staff's evaluation of the tree which did not find that the condition of the tree required its removal as its overall health and structure are good, and there is no evidence of any nuisance, damage, or

interference issues that cannot be addressed through corrective pruning or other means.

b. The necessity of the removal of the Heritage tree in order to construct improvements and/or allow reasonable and conforming use of the property when compared to other similarly situated properties. (Section 32.35(a)(2))

The Urban Forestry Board agrees with staff's evaluation of the tree that did not find that removal of the heritage tree was necessary in order to construct improvements because there are no improvements proposed.

c. The nature and qualities of the tree as a Heritage tree, including its maturity, its aesthetic qualities, such as its canopy, its shape and structure, its majestic stature, and its visual impact on the neighborhood. (Section 32.35(a)(3))

The Urban Forestry Board agrees with staff's evaluation of the tree that found that the tree and structure of the canopy is good and the tree provides significant value and benefit to the neighborhood, therefore this criteria was not met.

d. Good forestry practices, such as, but not limited to, the number of healthy trees a given parcel of land will support and the planned removal of any tree nearing the end of its life cycle and the replacement of young trees to enhance the overall health of the urban forest. (Section 32.35(a)(4))

The Urban Forestry Board agrees with staff's evaluation of the tree that did not find that the tree should be removed due to good forestry practices as no facts to support this criteria were provided or observed.

This decision of the Urban Forestry Board is final. The time within which judicial review of this decision must be filed is governed by Code of Civil Procedure Section 1094.6. Notice of this decision shall be posted at the site, City Hall and at the Forestry Division Office.

*ARTICLE II. PROTECTION OF THE URBAN FOREST**

SEC. 32.35. Criteria for removal; Conditions; Findings.

a. **Criteria for removal.** The determination on each application shall be based upon a minimum of one of the following criteria; however, the decision-maker shall consider additional criteria, if applicable, in weighing the decision to remove a heritage tree, with an emphasis on the intent to preserve heritage trees.

1. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services.

2. The necessity of the removal of the heritage tree in order to construct improvements and/or allow reasonable and conforming use of the property when compared to other similarly situated properties.

3. The nature and qualities of the tree as a heritage tree, including its maturity, its aesthetic qualities such as its canopy, its shape and structure, its majestic stature and its visual impact on the neighborhood.

4. Good forestry practices such as, but not limited to, the number of healthy trees a given parcel of land will support and the planned removal of any tree nearing the end of its life cycle and the replacement of young trees to enhance the overall health of the urban forest.

5. **Balancing criteria.** In addition to the criteria referenced above which may support removal, the decision-maker shall also balance the request for removal against the following which may support or mitigate against removal:

   A. The topography of land and effect of the requested removal on erosion, soil retention, water retention, and diversion or increased flow of surface waters.

   B. The effect of the requested removal on the remaining number, species, size and location of existing trees on the site and in the area.

   C. The effect of the requested removal with regard to shade, noise buffers, protection from wind damage and air pollution and the effect upon the historic value and scenic beauty and the health, safety, prosperity and general welfare of the area and the city as a whole.

b. **Conditions of approval.** Approval of an application for a permit may include reasonable conditions to insure compliance with the content and purpose of this article, including but not limited to:

1. Requiring the replacement or placement of an additional tree or trees on the subject property or off-site to offset the loss of a tree, limbs, or encroachment into the drip line. The number, species, size and location of said replacement tree(s) shall be determined by the director upon recommendation of the city arborist.
2. Requiring construction fencing or barriers to protect adjacent heritage trees or other landscaping.
3. Requiring protective grading requirements to avoid damaging the root structure of the tree or adjacent trees.
4. Requiring posting of a security bond to ensure that replacement trees are planted and become established (one year after planting) and to compensate for the lost trees due to illegal removal.
5. Requiring the relocating of a tree on-site or off-site, or the planting of a new tree on-site or off-site to offset the loss of a tree.
6. Requiring a maintenance and care program be initiated to ensure the continuing health and care of heritage trees on the property.
7. Requiring payment of a fee or donation of a boxed tree(s) to the city or other public agency to be used elsewhere in the community should a suitable replacement location of the tree not be possible on-site. The fee for replacement of a tree or trees shall be, at a minimum, based on the cost of a 24" boxed tree of same species, delivered and installed.

c. **Findings.** If a permit is denied or conditions are attached, the director or decision-maker shall provide the applicant with a written statement of the reasons for said denial or conditions based upon the criteria and conditions set forth in this section.

d. **Off-site replacement option.** An applicant for a preremoval permit may request that any replacement trees be placed off-site or that he/she be permitted to pay a fee in lieu of replacement. The decision-maker shall consider the request in light of the balancing criteria set forth in Section 32.35(a)(5), above.

Application History

12/17/2025 07:52:14 am - Application started
12/17/2025 07:55:40 am - Status Update: SubmitStart
12/17/2025 07:55:41 am - Created project HTR-15569 in PDox
12/17/2025 07:55:41 am - Status Update: Complete
12/17/2025 07:55:40 am - Application submitted

Request Name: A Plus Tree is removing 1 Heritage Tree

Heritage Tree Removal Permit Application

Project Information

COMPLETE

Address information is verified using the City of Mountain View's address database, which can be accessed using the City's online GIS. If your address does not appear after typing in the address numbers, please contact the Mountain View Building Division at 650-903-6313. Please note: Street directions are abbreviated (e.g. West = W) and no punctuation is included (e.g. 500 W Castro St.)

Project Address *

500 W Middlefield Rd

REQUIRED: Address must be entered and selected from the dropdown list to populate all required address fields. If all required address fields are not populated, the application will not be accepted.

Project City *

Mountain View

Project State *

CA

Project Zip Code *

94043

Project Assessor Parcel Number

Heritage Tree Removal Information

COMPLETE

Property Type *

Multi-Family Residential Property

Where is the Heritage Tree(s) located on the property? *

On private property

Number of Trees Proposed to be Removed *

1

Proposed Tree Removal No. 1

COMPLETE

Type of Tree Species *

Coast Redwood

Tree Circumference (in inches, measured 54" above grade) *

94

Reason for Tree Removal:

Tree 1, Coast Redwood, Sequoia sempervirens is outgrowing its space. The trunk

Current Condition of Tree (Check all that apply) *

- [ ] Tree is in poor health
- [ ] Tree is in danger of falling
- [ ] Tree is diseased with pests, insects, and/or beetles
- [ ] Tree is near end of the life span
- [ ] Tree is dead
- [ ] Tree has poor structure and/or an unbalanced canopy
- [x] Tree is in good or fair health

Is the tree impacted by construction activity or existing conditions? Check all that apply: *

- [x] Tree does not have proper growth space
- [ ] Tree removal is necessary to construct new improvements
- [ ] Tree is interfering with utility services (.g. electricity, gas, sewer, and/or water lines)
- [x] Tree is growing in close proximity to a structure(s) and causing damage (or will in the near future)
- [ ] Other reason

Please briefly describe your effort(s) to preserve the tree *

N/A

Tree Replanting Information

COMPLETE

No. of Trees Proposed to be Replanted *

1

The City's standard replacement requirement is 2 new trees for every 1 heritage tree removed. An in-lieu fee may be authorized if replacement is not feasible.

Estimated Time to Plant Replacement Trees (following permit approval) *

30 Days

Property Owner Information

COMPLETE

☐ Property Owner is logged in as current user.

First Name *

Common Interest

Last Name *

Management Services

Address *

500 W Middlefield Rd

Address (Continued)

City *

Mountain View

State *

CA

Zip Code *

94043

Email

Phone Number *

[redacted]

Applicant Information

COMPLETE

☑ Applicant is current logged in user.

Applicant First Name *

Veena

Applicant Last Name *

Thammavongsa

Applicant Phone Number *

[redacted]

Applicant Email Address *

[redacted]

Applicant Address *

[redacted]

Applicant Address (Continued)

[redacted]

Applicant City *

[redacted]

Applicant State *

[redacted]

Applicant Zip Code *

[redacted]

Signature

INCOMPLETE

I hereby declare that I have read and understood the above information, and:

I acknowledge that:

1. **I understand and agree that clicking on the box above identifies that I am the authorized applicant, as designated by the property owner(s), on this permit;**
2. **I hereby declare, under penalty of perjury, that the information stated on forms, plans, documents, and other materials submitted herewith in support of the application is true and correct to the best of my knowledge; and**
3. **It is my responsibility to inform the City, through the staff assigned to my permit, of any changes to information represented in this application submittal, including subsequent submittals, in a timely fashion.**

Applicant: **Veena Thammavongsa** Signature date: **2025-12-17 07:55 AM**

Payment Details

500 W. Middlefield Application (cont.)

Tree 1, Coast Redwood, Sequoia sempervirens is outgrowing its space. The trunk presses against the wood patio fence, & root pruning for patio repairs will require cutting into the root collar & removing anchoring roots. If left unmitigated the tree will cause more damage to the fence.

Docusign Envelope ID: 7916F796-5642-45C2-9FEB-9065F5B00195

Letter of Authorization

To whom it may concern: Willow Park HOA authorizes A Plus Tree, LLC to act on our behalf. A Plus Tree, LLC has our permission to conduct the tree work (removals and replacements) proposed on the tree removal application at our HOA and serve as our agent for permit applications relating to tree work at the aforesaid property.

HOA Name: Willow Park HOA
HOA General Address: 500 W. Middlefield Rd. Mountain View, CA 94043
Management Company: Common Interest Management Service

Signature: Signed by: [redacted]

Name: Kyle Zhou
Title: HOA Board Representative for Willow Park HOA
Authorized Agent of Willow Park HOA

Date: 1/18/2026

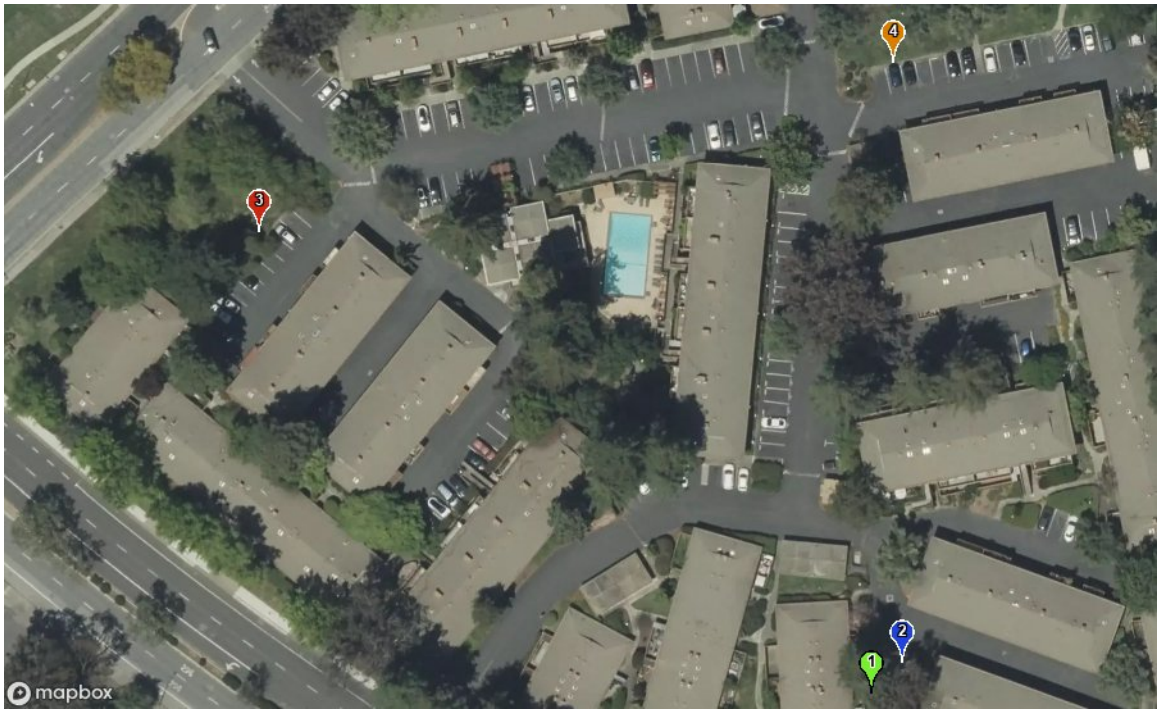
PROPOSAL FOR WILLOW PARK MOUNTAIN VIEW HOA

2025 WO# [#XN13088132] Requested Removal for Unit 149 at Willow Park Mountain View HOA/CIMS

Proposal ID: 385960

Address: 500 W Middlefield Rd, Mountain View, CA 94043

Trees



General Tree Care & Plant Health Care Services

Tree	Line	Name	Treatment	Bid ($)
	1	Coast Redwood (Sequoia sempervirens) [1026048] **30-36" Fair** Building 20, Unit 149. 30” DBH - rooted against the patio fence. —— removal requires a HERITAGE TREE permit and (1) 15-gallon replacement tree. *** crane needs to be small enough to make difficult turns *** stump cannot be fully ground down because of the slope and proximity to the fence	Removal Grind Stump (Description at Bottom of Estimate) Notes : stump cannot be fully ground down because of the slope and proximity to the fence Permit Needed - Removal Crane Needed Notes : crane needs to be small enough to make difficult turns Log Loader Needed Notes : Trunk sections larger than 18" diameter cannot be chipped	
	2	Staging Area () [1002634032] **42+" Fair** Road is 20-21’ wide. Work will block driveway to Buildings 16, 17, 18, 19	Staging Area Notes Notes : Road is 20-21’ wide. Work will block driveway to Buildings 16, 17, 18, 19	
	3	Autumn Blaze Red Maple (Acer X freemanii 'Jeffsred') [1002634086] **0-3" Fair** Building 1, Unit 1. Recommended planting site for replacement tree for the redwood removal	Tree Installation - 15 Gal (Irrigation not included) Notes : Building 1, Unit 1. Recommended planting site for replacement tree for the redwood removal	
	4	Vacant Planting Site - Medium (Vacant Planting Site - Medium) [1002634062] **0-3" Fair** Building 9, Unit 69. Alternative planting site.	Notes For Clients Notes : Building 9, Unit 69. Alternative planting site.	

Project Management Services

Description	Quantity	Amount	Subtotal
Environmental Waste Fees (Waived if property chooses to keep onsite)*			
Log Haul & Transportation Fee (Per Load)*			
40-Ton Crane, per hour (Prices subject to change)			
Heritage Tree Removal Permit (price subject to change based on city approval)			
Tree Procurement and Delivery (prices subject to change per specie & nursery)			
Arborist Report for the permit - $300 waived by Rachelle			
		Subtotal:	

Definition of Treatments:

- **Removal** - Complete removal of tree as close to ground level as is reasonable and safe, using safety practices as outlined in ANSI Z133.1 safety standard.
- **Grind Stump (Description at Bottom of Estimate)** - IMPORTANT: 811 will be notified after stumps have been properly marked with white paint and/or flags for mark and locate of subsurface facilities. No stumps shall be ground until all utilities have provided positive responses and/or marked their facilities. The ability and cost to grind stumps may be subject to change pending the results of the location of subsurface facilities. Conditions are to be assessed and determined by the grinding technician upon arrival. 811 Locators are not able to detect irrigation lines; A Plus Tree, Inc. is not held responsible for broken irrigation lines or unseen sprinkler heads. Standard Grind Stump includes 6" to 8" below ground grade and back fill of hole with resulting mulch and debris to a level grade.
- **Staging Area Notes** - Notes regarding the location where crew, vehicles, equipment, material or woodchips will be staged. This area is to be coordinated between sales rep and client.
- **Crane Needed** - Trees indicated with this service item will require the use of a crane in order to safely and successfully complete the service items listed on the proposed project.

- **Log Loader Needed** - Log loader with operator.
- **Permit Needed - Removal** - A tree removal permit is required on this tree in order to service this tree without violating municipal codes.
- **Notes For Clients** - This "treatment" is to make notes on the individual, specified tree visible for clients and to be disregarded by the crew.
- **Tree Installation - 15 Gal (Irrigation not included)** - Installation of 15 Gal container or bare root specimen. Staking or guying may be necessary, to be determined by Arborist or Representative. Client to keep new tree well-watered for at least 2 years for best survivability. We recommend bubblers, tree-gator bag, or hand watering when needed. A Plus Is not responsible for damages to irrigation.

A Plus Tree LLC [redacted] [redacted]

A·PLUS
GROW YOUR FOREST IN THE CLOUD

Arborist Report for:

Willow Park Mountain View HOA / Common Interest
500 W Middlefield Rd, Mountain View, CA 94043

Prepared by Angel Salazar
ISA Certified Arborist #WE-13213A
Tree Risk Assessment Qualified
[redacted]

Assumptions & Limiting Conditions

Arborists are tree specialists who use their education, knowledge, and experience to examine trees, recommend measures to enhance their health and beauty, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the arborist's recommendations or to seek additional advice.

Arborists cannot detect every condition that could possibly compromise the structure of a tree. Trees are living organisms that may fail in unpredictable or poorly understood ways. Conditions are often hidden internally or underground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time.

Treatment, pruning, and removal of trees may involve considerations beyond the scope of arborist services, such as property boundaries, property ownership, sight lines, neighbor or landlord-tenant disputes, etc. The person contracting the arborist accepts full responsibility for authorizing recommended treatments.

Unless stated otherwise: 1) Information provided in this report applies only to trees that were inspected and reflects the condition of those trees at the time. 2) Inspection is limited to visual assessment from ground level and accessible areas; no excavation, sampling, or testing was performed. 3) There is no guarantee that tree problems or deficiencies will not arise in the future. Conditions change over time; to live near a tree is to accept some degree of risk.

I hereby declare that the below statements and information are true to the best of my professional knowledge and belief.

Signature: [redacted] Date: December 15, 2025

Background This report concerns a single tree within the Willow Park HOA community, managed by Common Interest. A Plus Tree was contracted to assess all trees on the property and provide annual maintenance recommendations. An individual tree was identified for removal based on: the tree is outgrowing its space.

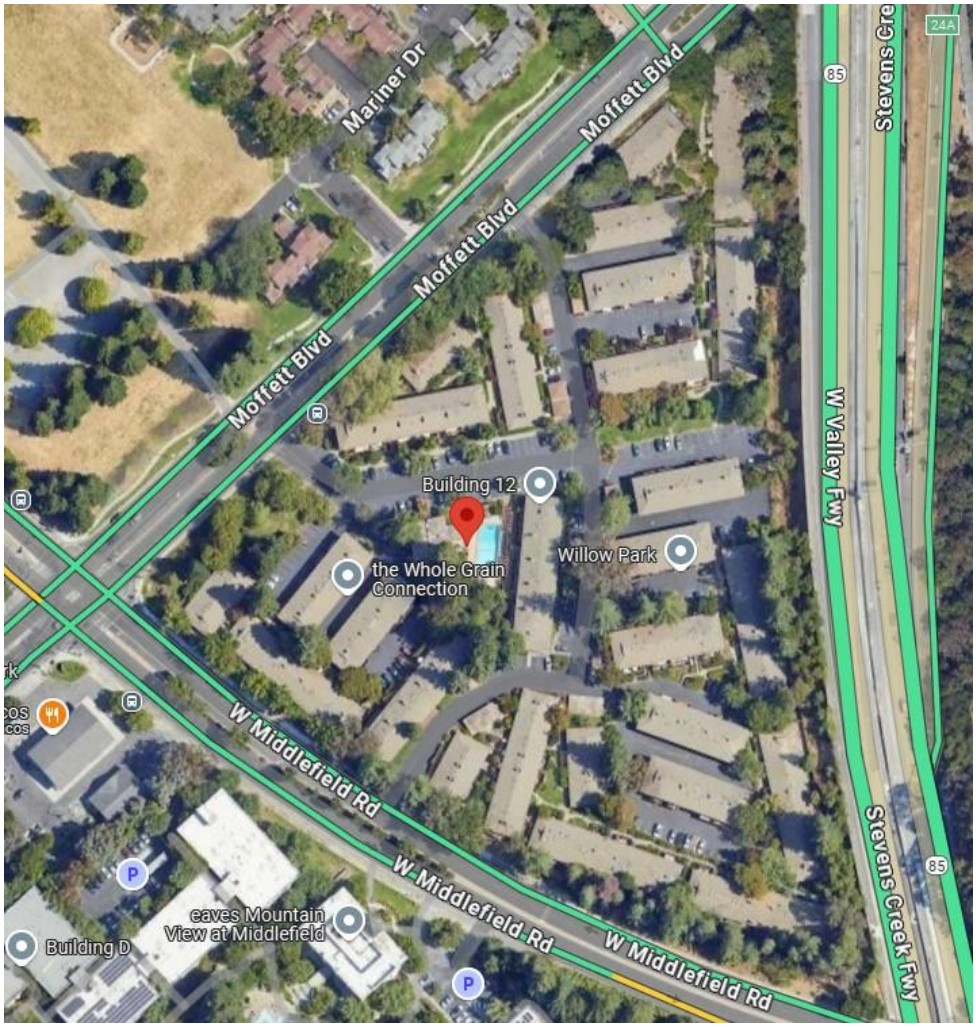
Observations

1. Coast Redwood, *Sequoia sempervirens* – 30" DBH

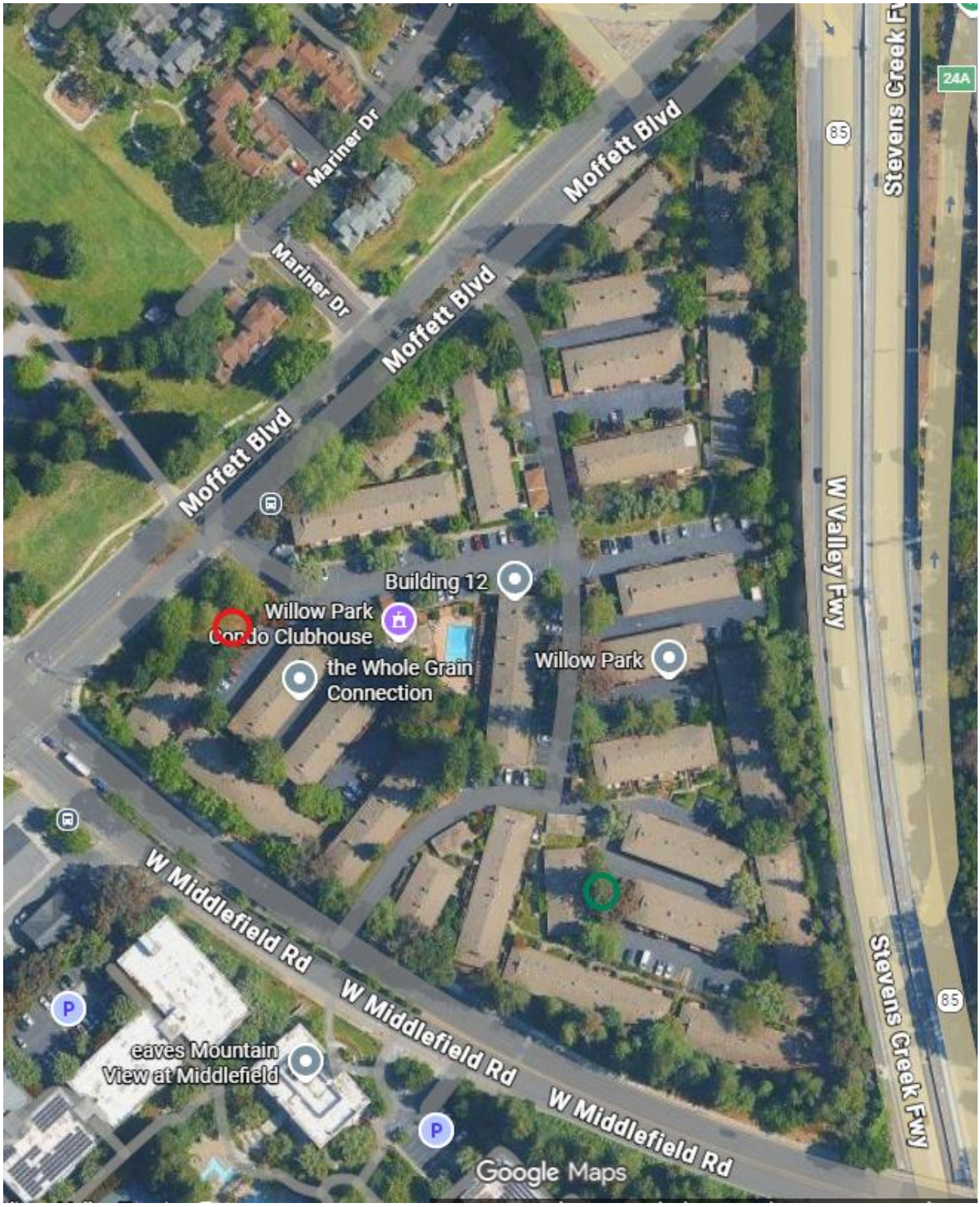
- Private tree rooted along the East side of Bldg. 20.
- Tree is in fair health.
- Tree is outgrowing its space.
- Tree is rooted against a backyard patio & fence.
- Requires "Heritage Tree Removal" permit & (1) 15-gallon replacement tree.

Discussion *Tree 1, Coast Redwood, Sequoia sempervirens* is outgrowing its space. The trunk presses against the wood patio fence, & root pruning for patio repairs will require cutting into the root collar & removing anchoring roots. If left unmitigated the tree will cause more damage to the fence.

Recommendation A Plus Tree recommends removal and replacement with (1) 15-gallon Red Maple 'Autumn Blaze' in the turf, west of Bldg. 16.



Willow Park Mountain View HOA. Entire Property Map



Green Circle = Coast Redwood removal.
Red Circle = 15 gallon replacement tree, Red Maple 'Autumn Blaze'



Photo 06/18/2025 Tree #1 -Overall



Photo 06/18/2025 Tree #1 –Patio

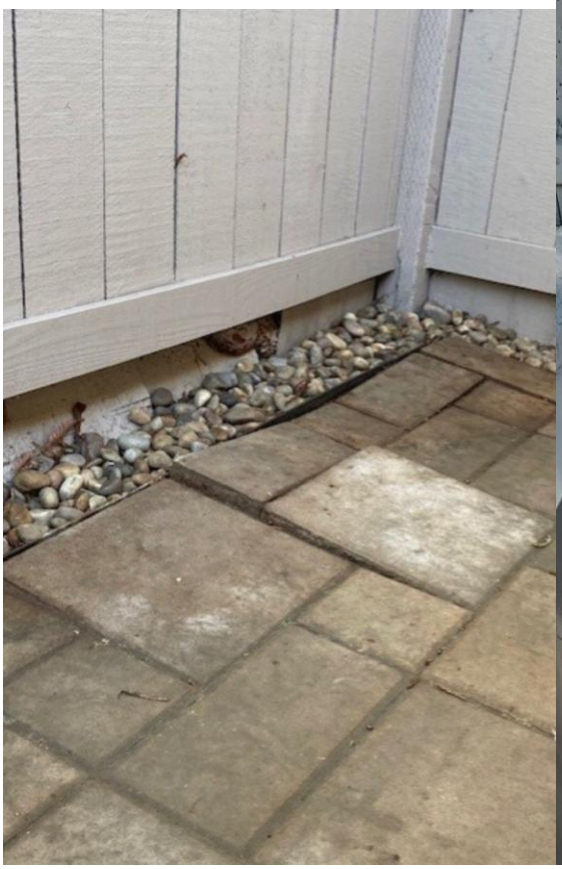


Photo 06/18/2025 Tree #1 –Patio II



Photo 06/18/2025 Tree #1 –Fence



Photo 06/18/2025 Tree #1 –Fence II

City of Mountain View

COMMUNITY SERVICES DEPARTMENT
URBAN FORESTRY DIVISION
231 NORTH WHISMAN ROAD, P.O. BOX 7540
MOUNTAIN VIEW, CA 94039-7540
650-903-6273 | MOUNTAINVIEW.GOV

HERITAGE TREE REMOVAL ACTION PENDING

Location: 500 W. MIDDLEFIELD RD

Type of Tree: REDWOOD

Upon the completion of a field inspection, Forestry Division staff has determined that the request to have the tree/trees removed be:

__ **APPROVED** **X DENIED**

CONDITION OF TREE / CONDITIONS AFFECTING THE TREE: Healthy canopy without major signs of decline. Trunk flare is located approximately 10.5 feet to foundation of building unit# 149. The patio of unit #149 contains concrete interlocking pavers, three pavers were found to be uplifted up to one inch likely due to tree roots from tree, it appears roots can be pruned and pavers reset to create an even surface area. The root pruning necessary to complete repairs on patio is unlikely to impact health or stability of the tree. Trunk is growing on a slope between a wooden fence and driveway below, it appears area is adequate to support growth of tree. Trunk is located approximately 4 inches to wooden fence, fence can be modified to accommodate tree growth if necessary. Does not meet ordinanace criteria for removal.

Any person wishing to appeal this action must file an appeal, with fee, with the City Clerk's Office, 500 Castro Street, Mountain View, CA. The office is open for drop-ins Monday to Friday, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Appeals must be submitted by **5:00 p.m., March 5, 2026.**

For further information regarding this Heritage Tree Removal Notice, contact the Forestry Division Office at (650) 903-6273.

Date Posted: February 24, 2026

Russell Hansen, Urban Forest Manager

Distribution: Post, Forestry, City Clerk

City of Mountain View

9589 0710 5270 3175 2358 92

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
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Total Postage and Fees
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Postmark Here

Sent To: Veena Thammavongsa
Street and Apt. No.: [redacted]
City, State, ZIP+4®:

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

February 24, 2026

Veena Thammavongsa
6412 S. 900 E. #200
Murray, UT 84121

HERITAGE TREE REMOVAL APPLICATION: **500 MIDDLEFIELD RD/HTR-15569**

Dear Veena,

Your request to remove **one (1) Redwood Heritage tree** has been denied after a field inspection and review by the Urban Forestry Division.

Your removal request is defined by the City Ordinance, Article I, in accordance with The Mountain View City Code, Article II, Section 32.35, Paragraph (1), which states:

1. The condition of the tree with respect to the age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures and interference with utility services.

Following the Forestry staff's inspection, it was observed that the Heritage trees do not meet the removal criteria.

This decision has been posted on the property. For an explanation of the appeal process, please refer to the enclosed Heritage tree Notice.

If you have any questions, please call this office at (650) 903-6273.

Sincerely,

Russell Hansen
Urban Forest Manager

500 W. MIDDLEFIELD RD
REDWOOD

City of Mountain View

HERITAGE TREE APPEAL NOTICE

The decision to deny the removal of this Heritage Tree has been appealed. An appeal shall automatically stay issuance or denial of the Heritage Tree Notice to remove or deny removal of the tree(s) identified on the notice (Mountain View City Code Section 32.31). An appeal hearing has been set before the Urban Forestry Board for **Wednesday, June 10, 2026 at 6:00 PM**, in the Maple Room of the Community Center 201 S. Rengstorff Ave, Mountain View, CA 94040. Meeting will also be in Zoom format and will be available on our website under Parks and Recreation Commission when the new agenda is ready as we get closer to the date. For information regarding the appeal, please contact the Forestry Division Office at 650-903-6273.

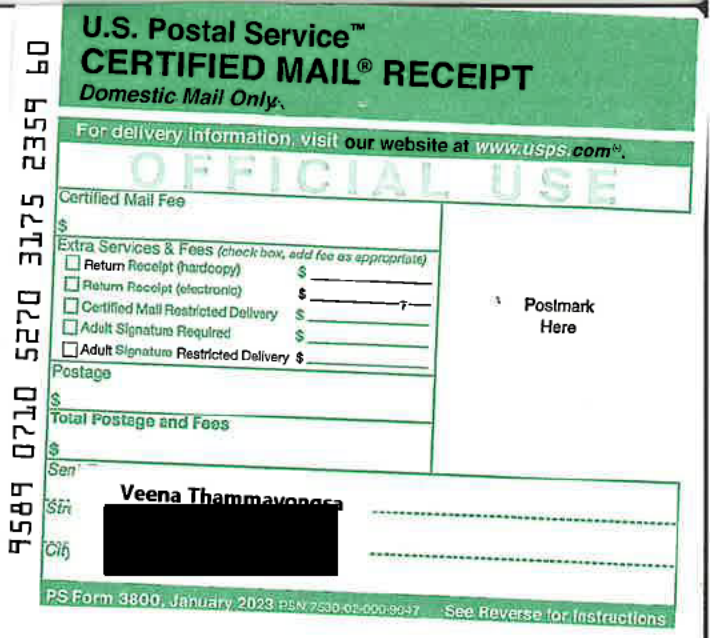
This notice shall be posted until a final decision has been rendered.

	03/09/26
Posted By	Date

City of Mountain View
Urban Forestry Division
231 North Whisman Road
P.O. Box 7540
Mountain View, CA 94039-7540

PK-16 (1/96)

City of Mountain View



March 9, 2026

Veena Thammavongsa
6412 S. 900 E. #200
Murray, UT 84121

HERITAGE TREE APPEAL: **500 W. MIDDLEFIELD RD/HTR-15569**

Dear Veena:

Please be advised that the Urban Forestry Division has scheduled the appeal hearing for the denied removal of one (1) Redwood Heritage Tree.

The Urban Forestry Board will review this appeal at their meeting on **Wednesday, June 10, 2026 at 6:00 PM**. The meeting will be held at the Community Center – Maple Room, 201 S. Rengstorff Ave, Mountain View, CA and will also be available via Zoom. If you would like to join the hearing via Zoom you will be able to find the link at https://mountainview.legistar.com/Calendar.aspx.

You are invited to attend this meeting and present your concerns to the Board. An example of what to expect at the hearing is: staff will present a report. The appellant will have up to 10 minutes to speak. The Commission may ask questions of any presenters, including staff and the appellant. The Commission will open and close public comment. Staff will have an additional 2 minutes for final comments, and the appellant will also have 2 minutes for final remarks. Afterward, the Commission will begin deliberations, make a motion, and vote.

Sincerely,

Russell Hansen
Urban Forest Manager

City of
Mountain View

OFFICE OF THE CITY CLERK

Miscellaneous Fee
Collection Schedule

Name: Gina Giannini Gwynn Date: 3/5/26

Address: 500 W. Middlefield Rd. #149, Mountain View, CA

ACCOUNT for Tree! 500 W. Middlefield Rd, 94043.
Type of Tree Redwood.

020012-42715	Sales of maps, pamphlets, codes, ordinances, charters, publications, Precise Plans, agendas, minutes, Council reports, copies, faxes (DOCFEE)	
020012-42799	Heritage Tree Appeal (TREEAP)	325.00
020012-42715	Sales of City Code and Code Supplements Subscription (CTYSUB)	
710100-22150	Elections—Deposit for Printing of Candidate's Statement (CANDST)	
020038-42715	Elections—Precinct Maps (ELCMAP)	
020012-43643	Sales of City Souvenirs (SOUVEN)	
211215-42799	Zoning Appeal to Council—CDD (ZONEPP)	
020012-42799	Other Appeal to Council (_____)	
020012-43623	Building Attendant and Rental Fee (CCATTN)	
710100-22171	Security Deposit	
020012-43643	Sale of Souvenirs (Clerk Store)	
	SUBTOTAL	325.00
	TAX	
	TOTAL	325.00

NOTE: After payment of the above charges at the Finance and Administrative Services Department, please return this form and validated receipt to the City Clerk's Office.

PAID

Issued by: Dolores Colin Receipt No.: 583066

MAR 05 2026

CITY OF MOUNTAIN VIEW
FINANCE & ADMIN SERVICES DEPT

~~CC-02(A) (Rev. 08-10-22)~~

March 5, 2026

500 Castro Street
Mountain View, CA 94041

RECEIVED
MAR 5 2026
CITY CLERK

RE: Appeal for Denial of 500 West Middlefield Road/HTR-15569
Type Tree: Redwood

Dear Mountain View Urban Forestry Division:

Thank you for your time during the field inspection. This letter is to formally appeal the denial for the removal of a redwood tree (Location: 500 West Middlefield Road) given the risk to our safety and the safety of others as a result of the proximity of the tree to the property, and the chronic damage to property located at 500 West Middlefield Road, #149 ("the property"). The following Mountain View City code, Article II, Section 32.35, Paragraph (1), was cited in the denial letter: "1. The condition of the tree with respect to age of the tree relative to the life span of that particular species, disease, infestation, general health, damage, public nuisance, danger of falling, proximity to existing or proposed structures, and interference with utility services.".

Per the arborist from A Plus Tree, there is continued damage to the property due to the proximity of the tree and most importantly the main issue is that the alternative to removing the tree would be cutting the roots, which will destabilize the tree due to the difficult time of the tree recovering from root cutting. Given the assumed age of the tree, the trunk alone has a great potential to grow to 3 times in diameter. This will require excessive root pruning and will harm the health and stability of the tree. This is a hazard and risk to our safety and the safety of others. As a result, the suggested root pruning in the denial letter from the Mountain View Urban Forestry Division to complete repairs of the property will impact the anchorage and stability of the tree. It will add risk to the tree potentially falling which will severely damage the property, but most importantly will risk the safety of us and those living in close proximity to the tree. Per the arborist report from A Plus Tree that was provided, the recommendation is for the removal and replacement with (1) 15-gallon Red Maple 'Autumn Blaze' in the turf, west of Bldg. 16. We are committed to environmental sustainability by planting a more appropriate tree species in an approved location as recommended per a replanting/mitigation plan.

The cost spent a couple of years ago to replace the fence and patio due to the damage from the tree was over $7,340. Having to replace or fix the property's fence and patio every couple of years is an unreasonable economic burden. In addition, the suggestion

in the denial letter to modify the fence to accommodate tree growth is not possible, since the set rules in the Willow Park Mountain View Homeowners Association CC&Rs doesn't allow for external alterations that will alter the external appearance of the complex.

In conclusion, we look forward to further discussing this with you. Please let us know when we can meet for a further discussion.

Please let us know if you have any questions.

Sincerely,

[redacted]

Gina (Giannini) Gwynn & Dave Gwynn
500 West Middlefield Road, #149
Mountain View, CA 94043
[redacted]

Legislation Text

File #: 206227, **Version:** 1

Annual Canopy Update

Receive an update from Canopy's Executive Director JP Renaud.

File #: 206046, **Version:** 1

Fiscal Year 2026-27 Operating Budget

Receive a presentation on the Fiscal Year 2026-27 Community Services Department operating budget.