

TownhomeMLS #: **210020870**APN: **441-660-01-14**Addr: **3281 Loma Riviera Dr**City, St: **San Diego, CA** Zip: **92110**Status: **COMING SOON**Short Sale: **No**

COE Date:

List Price: **\$699,000**Orig Price: **\$699,000**DOMLS **0**

Sold Price:

MT **10**List Date: **7/16/2021** LP/SqFt: **407.34**Mod Date: **7/23/2021** SP/SqFt:

Bedrooms: 4	Full Baths: 2
Optional BR: 0	Half Baths: 1
Total: 4	Total: 3

Est. SqFt: **1,716** Year Built: **1965**Community: **POINT LOMA**Neighborhood: **Point Loma**Complex: **Loma Riviera**Restrictions: **N/K**

View:

Pool: **Community/Common**

Parking Garage Spaces: 0
Parking Non-Garaged Spaces: 2
Parking Spaces Total: 2
Parking Garage: None Known
Non-Garage Details: Carport
RV Parking:

Listing Type **ER** Patio: **Slab**
 Pets: **Allowed w/Restrictions**
 Age Restrictions: **NK**
 Stories: **2 Story**

Start Showing Date **7/30/2021**

Use PEAD in Glide During Covid-19

MandRem **None Known**

Schedule a Showing

REMARKS AND SHOWING INFO

This desirable four bedroom townhome is located in the appealing & well kept Loma Riviera community of Pt. Loma. The large, open living room leads to the spacious private back patio area and a private laundry room with full size washer & dryer. Open concept kitchen w/ stainless appliances, updated cabinets & dining area with another private patio to enjoy morning sun & evening breezes. Upstairs you'll find vaulted ceilings & balconies off all bedrooms and a large master with dual closets. Newer paint, newer carpet. Complex has been newly painted and features a pool, clubhouse & BBQ area. Just minutes from beaches, shopping, dining, schools, freeway access and countless other area amenities!

Conf. Remarks: Interior photos are from a previous rental listing, new photos will be uploaded prior to Active. Lockbox has CBS code. Schedule appts. thru Showingtime- buyer preapproval letter or POF required to confirm showing and obtain CBS code. Send to dave.ragusa@compass.com at least 1 hour prior to appt.

Cross Streets: **W. Point Loma Blvd**Map Code: **1268C5**CBB%: **2.50**

CBB\$:

CVR: **Y**

Directions To Property:

Showing: Showings start 7/30. Lockbox has CBS code. Schedule thru Showingtime- buyer preapproval letter or POF required to confirm showing and obtain CBS code. Send to dave.ragusa@compass.com at least 1 hour prior to appt.

Occupied: **Vacant**

Occupant:

Occupant Phone:

Lockbox: **No**Listing Agent: **Dave Ragusa - 619-804-0864**BRE License#: **01411710**2nd Agent: **Jenn J Ragusa - 619-251-9394**Broker ID: **8676**Listing Office: **Compass - Office: 858-277-3325**

Off Market Date:

Close of Escrow:

Financing:

Concessio...

Selling Agent:

Selling BRE Licens...

Selling Office:

Sale Price:

Exp Date:

Wtr Dist: **CITY OF SAN DIEGO**

Schl Dist:

Equipment

Dishwasher, Disposal, Dryer, Microwave, Range/Oven, Refrigerator, Washer

HO Fees Include: **Common Area Maintenance, Exterior (Landscaping), Exterior Bldg Maintenance, Limited**Home Owner Fees: **400.00**Paid: **MO**Pay Freq. **Monthly**Other Fees: **0.00**

Paid:

Pay Freq.

CFD/Mello-Roos: **0.00**

Paid:

Pay Freq.

Total Monthly Fees: **400**

Assessments:

HOA: **Loma Riviera Comm. A...**

Other Fee Type:

HOA Phone: **619-224-1313**Zoning: **R-1:SINGLE**Prop Mgmt Co: **N.N. Jaeschke,...**Entry Level Unit: **1**Prop Mgmt Ph: **858-550-7900**Cmplx Feat: **BBQ, Clubhouse/Rec Room, Pet Restrictions, Pool, Recreation Area**

Est. % Owner Occupa...

Terms: **Cash, Conventional, VA**Cooling: **N/K**Heat Source: **Natural Gas**Heat Equip: **Forced Air Unit**Fireplace Loc: **FP in Living Room**Fireplaces(s): **1**

Living Room: 21x13	Master BR: 13x12
Dining Room: 11x9	Bedroom 2: 12x9
Family Room: 0	Bedroom 3: 10x8
Kitchen: 12x11	Bedroom 4: 10x10
Breakfast Area:	Bedroom 5:
Extra Room 1:	Extra Room 3:
Extra Room 2:	

SqFt Source: **Assessor Record**Lot Size: **0 (Common I... #Acres 5....**Lot Size Source: **Assessor Record**Units/Building: **8**Lot SqFt Approx: **228,251**Units/Complex: **263**Laundry Location: **Laundry Room**

Elevator:

Sewer/Septic: **Sewer Connected**Stories in Building: **2****Two covered carport parking spaces directly behind unit with direct access from back patio.**

Information is believed to be accurate, but shall not be relied on without verification. Square footage, lot size, room size dimensions should be considered approximate. Some properties may be sold as-is. Please be advised there may be additional disclaimers and disclosures attached to this listing that are available to Participants and Subscribers that may be shared with clients. ©SDMLS

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07/26/2021 12:25 PM

Laura Lone

01938786



DISCLOSURE INFORMATION ADVISORY (FOR SELLERS) (C.A.R. Form DIA, 6/20)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD"). (Collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
 - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
 - D. Allow plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the "who, what, where, when and how."
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent" as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).



- G. Even if you have learned to live with an issue, condition or problem, disclose it.
- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (*i.e.* sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions"; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example of a legally required disclosure that is not in the TDS, is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts about the Property.

EXEMPT SELLER DISCLOSURE ("ESD")

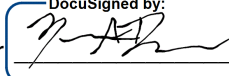
Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:


- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- **If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.**
- **If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.**
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: "Do I need to disclose ...?" is almost always "YES, disclose it."**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller  Yevtte Davis Date 07/31/2021
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Seller _____ Date _____

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DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

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ADDITIONAL AGENT ACKNOWLEDGEMENT

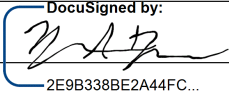
(C.A.R. Form AAA, Revised 12/15)

This is an addendum to the Purchase Agreement, or ☒ Residential Listing Agreement, or ☐ Buyer Representation Agreement, or ☐ Other _____ ("Agreement"), dated July 16, 2021, on property known as 3281 Loma Riviera Dr between Compass ("Buyer/Tenant/Broker") and Yevtte A Davis ("Seller/Landlord/Broker").

- Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.
 - ☒ Multiple Associate-Licensees working with Seller/Landlord;
 - ☐ Multiple Associate-Licensees working with Buyer/Tenant;
- The real estate licensees named below are all conducting real estate licensed activity under the same Broker:
Real Estate Broker name: Compass
If applicable, Team Name: The Ragusa Group
 - The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.
 - | | |
|--------------------------|---------------------------|
| Agent <u>Dave Ragusa</u> | DRE Lic # <u>01411710</u> |
| Agent <u>Jenn Ragusa</u> | DRE Lic # <u>01920100</u> |
| Agent _____ | DRE Lic # _____ |
| Agent _____ | DRE Lic # _____ |
| Agent _____ | DRE Lic # _____ |
- By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord  Yevtte A Davis Date 07/16/2021
2E9B338BE2A44FC...

Seller/Landlord _____ Date _____

Real Estate Broker (Listing) Compass DRE Lic. # 01527365
DocuSigned by: _____

By  Jenn Ragusa  Dave Ragusa DRE Lic. # 01411710 Date 07/16/2021
A6E9E383F21E459... 58B3960625CF40E...

Real Estate Broker (Selling) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

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AAA REVISED 12/15 (PAGE 1 OF 1)

ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

Compass - La Jolla, 7863 Girard Ave St 208/210 La Jolla CA 92037
Dave Ragusa

Phone: (619) 804-0864 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com



3281 Loma



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE SECTION 1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Diego, COUNTY OF San Diego, STATE OF CALIFORNIA, DESCRIBED AS 3281 Loma Riviera Drive.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 07/29/2021. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

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

☒ 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:*

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

Exhaust Fan(s) in Bathroom 220 Volt Wiring in Laundry room Fireplace(s) in Living room
☐ Gas Starter None ☒ Roof(s): Type: Don't Know Age: Don't know (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)



Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110Date: 07/29/2021

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

- ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: _____)
 _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

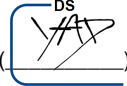
C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property ☒ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☒ Yes ☐ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 of the Civil Code threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 of the Civil Code threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 of the Civil Code threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 of the Civil Code 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.): See Text Overflow Addendum paragraph 1

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

Buyer's Initials (____)(____)

Seller's Initials () (____)

TDS REVISED 6/20 (PAGE 2 OF 3)



Dave Ragusa / Compass / Generated by Glide 

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

21430784-1025-4be1-a646-18dc8a95b58d

Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110 Date: 07/29/2021

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

DocuSigned by:
 Seller [Signature]
 Seller 2E9B338BE2A44FC...
 Seller _____

Yevtte Davis Date 07/31/2021

Date _____

III. AGENT'S INSPECTION DISCLOSURE

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

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:☒ See attached Agent Visual Inspection Disclosure (AVID Form)☐ Agent notes no items for disclosure.☒ Agent notes the following items:~~Buyer is advised to perform their own investigations and have professional inspections performed, and to have them conducted by licensed vendors who are experts in their fields.~~Agent (Broker Representing Seller) Compass
(Please Print)

By

DocuSigned by:
Dave RagusaDate 07/29/2021

(Associate Licensee or Broker Signature)

Dave Ragusa

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) _____
(Please Print)

By

Date _____

(Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**DocuSigned by:
Seller [Signature] Date 07/31/2021Seller 2E9B338BE2A44FC...

Date _____

Buyer

Date _____

Seller _____

Date _____

Buyer

DocuSigned by:

Date _____

Agent (Broker Representing Seller) Compass
(Please Print)

By

Dave Ragusa

Dave Ragusa

Date 07/29/2021

(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____
(Please Print)

By

Date _____

(Associate Licensee or Broker Signature)

Section 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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TDS REVISED 6/20 (PAGE 3 OF 3)



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



CALIFORNIA
ASSOCIATION
OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1

(C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 3281 Loma Riviera Drive, San Diego, CA 92110

_____ (“Property”),
in which _____ is referred to as (“Buyer”),
and Yevtte Davis is referred to as (“Seller”).

[TDS] Real Estate Transfer Disclosure Statement

1) II. C. :

II.C.2. ADJOINING LANDOWNERS

shared walls and patio fences

II.C.2. ADJOINING LANDOWNERS - MAINTENANCE RESPONSIBILITY

both owners

II.C.12. CC&RS OR OTHER RESTRICTIONS

HOA has CC&Rs

II.C.13. HOA AUTHORITY

Loma Riviera HOA

II.C.14. COMMON AREAS

Pool and club house.

II.C.14. COMMON AREAS - COST RESPONSIBILITY

HOA

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer _____ Date _____

Buyer _____ Date _____

Seller Yevtte Davis Date 07/31/2021

Seller _____ Date _____

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Reviewed by _____ Date _____



SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

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:

Seller makes the following disclosures with regard to the real property or manufactured home described as _____, Assessor's Parcel No. 441-660-01-14, situated in San Diego, County of San Diego California ("Property").

- 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." Explain any "Yes" answers in the space provided or attach additional comments and check section 18.
- 5. 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. The release of an illegal controlled substance on or beneath the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D. Whether the Property is located in or adjacent to an "industrial use" zone	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)	
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H. Insurance claims affecting the Property within the past 5 years	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I. Matters affecting title of the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J. Material facts or defects affecting the Property not otherwise disclosed to Buyer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Explanation, or ☐ (if checked) see attached; **5. G: COMMON INTEREST SUBDIVISION**
unit is in the Loma Riviera HOA

Buyer's Initials (____)(____)

Seller's Initials (DS)(____)



Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110**6. 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 ☒ Yes ☐ No
- (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed ☐ Yes ☒ No
- (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ☐ Yes ☐ No

Explanation: See Text Overflow Addendum paragraph 1**7. 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 leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) ☐ Yes ☒ No
- C. An alternative septic system on or serving the Property ☐ Yes ☒ No

Explanation: _____

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

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☒ Yes ☐ No

Explanation: 8. A: FINANCIAL RELIEF2019 heavy rains: roof leak caused damage in laundry room. HOA and home owners insurance covered repairs.**9. WATER-RELATED AND MOLD ISSUES:****ARE YOU (SELLER) AWARE OF...**

- A. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☒ 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 water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

Explanation: See Text Overflow Addendum paragraph 2**10. PETS, ANIMALS AND PESTS:****ARE YOU (SELLER) AWARE OF...**

- A. Pets on or in the Property ☐ Yes ☒ No
- B. 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

Explanation: _____

11. 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

Buyer's Initials (____)(____)

Seller's Initials (DS)(____)

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SPQ REVISED 6/18 (PAGE 2 OF 4)

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Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110

C. Use of any neighboring property by you ☐ Yes ☒ No
 Explanation: _____

12. 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
 (a) If yes, are they ☐ automatic or ☐ manually operated.
 (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ☐ Yes ☐ No
 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: _____

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

- A. 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
 B. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ☐ Yes ☒ No
 C. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement ☐ Yes ☒ No

Explanation: _____

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

- A. Any other person or entity on title other than Seller(s) signing this form ☐ 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. 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
 E. 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
 F. 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: _____

15. 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

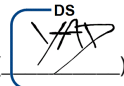
Explanation: _____

16. GOVERNMENTAL:**ARE YOU (SELLER) AWARE OF...**

Buyer's Initials (____)(____)

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SPQ REVISED 6/18 (PAGE 3 OF 4)

Seller's Initials () (____)Dave Ragusa / Compass / Generated by Glide 

Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110

- 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

Explanation: _____

17. OTHER:**ARE YOU (SELLER) AWARE OF....**

- A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to Seller ☐ Yes ☒ No
(If yes, provide any such documents in your possession to Buyer.)
- B. Any occupant of the Property smoking any substance on or in the Property ☐ Yes ☒ No
- C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: _____

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

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

Seller  Yevette Davis Date 07/31/2021
 Seller 2E9B338BE2A44FC... Date _____

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

Buyer _____ Date _____
 Buyer _____ Date _____

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TEXT OVERFLOW ADDENDUM No. 1

(C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 3281 Loma Riviera Drive, San Diego, CA 92110

_____ (“Property”),
in which _____ is referred to as (“Buyer”)
and Yevtte Davis is referred to as (“Seller”).

[SPQ] Seller Property Questionnaire

1) 6. Repairs and Alterations – Explanation:

6. A: REPAIRS AND ALTERATIONS

kitchen remodeled 2019: new countertop and sink, some new cabinets, new appliances, new flooring and painted.

master bathroom upgrades in 2019: shower plumbing redone and tiles replaced. subfloor under toilet repaired and new toilet with new plumbing installed. new flooring installed to include the walk through closet area.

laundry room: updated in 2018 with paint, epoxy floor, new washer and dryer and tankless water heater. 2019 heavy rain caused roof leak which caused damage to ceiling and walls. HOA and insurance covered mold abatement and new drywall/painting for ceiling and walls.

upstairs all new carpet and paint in 2020.

new light fixtures in all bedrooms in 2021.

6. A: REPAIRS AND ALTERATIONS - SERVICE PROVIDERS

Dates listed above.

6. A: REPAIRS AND ALTERATIONS - RECURRING PROBLEMS

the laundry room damage in 2019 was caused by lack of roof maintenance (by HOA)

6. D: PAINT

new paint upstairs 2020 and 2021

2) 9. Water-Related Mold Issues – Explanation:

9. A: WATER INTRUSION

laundry room in 2019.

(continued on Text Overflow Addendum 2)

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer _____ Date _____

Buyer _____ Date _____

Seller  _____ Yevtte Davis Date 07/31/2021

Seller _____ Date _____

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Reviewed by _____ Date _____



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OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 2

(C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 3281 Loma Riviera Drive, San Diego, CA 92110

_____ (“Property”),
in which _____ is referred to as (“Buyer”),
and Yevtte Davis is referred to as (“Seller”).

[SPQ] Seller Property Questionnaire

2) 9. Water-Related Mold Issues – Explanation (continued):

9. A: WATER INTRUSION - MAINTENANCE, REPAIR

abatement and repairs completed in 2019 by HOA contractor Associa OnCall

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer _____ Date _____

Buyer _____ Date _____

Seller DocuSigned by: _____ Date 07/31/2021

Seller 2E9B338BE2A44FC... Yevtte Davis _____

Seller _____ Date _____

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Reviewed by _____ Date _____



INVOICE

Invoice #	Date
31739	06/30/20
Terms	

Carbajal Floor Interiors
265 Broadway Chula Vista CA 91910 * P 619-602-6228 * F 619-476-8740
Contractor #: 714854

BILL TO
Vet Davis c/o RG 7863 Girard Ave, Ste. 208/210 San Diego Ca 92037

SHIP TO
RG 3281 Loma Riviera dr San Diego Ca 92110

P.O. Number	Project		
Description	Quantity	Rate	Amount
Labor: Carpet Installation	1	750.00	750.00
Carpet: Stock carpeted an dpad #912	94	9.99	939.06T
CA Crpt Stewardship Assessment	94	0.35	32.90
Materials: Silver Clamp Down Metal	1	12.00	12.00T
CARPET TOTAL			1,733.96
Labor: Floor Prep, Demolition, & Disposal	1	75.00	75.00
Labor: Stairs	1	95.00	95.00
PAYMENT DUE UPON RECEIPT. REMIT PAYMENT TO: CARBAJAL FLOOR INTERIORS 3571 WILSON AVE SAN DIEGO, CA 92104		Subtotal	\$1,903.96
		Sales Tax (8.75%)	\$83.22
		TOTAL	\$1,987.18

BENOIST Drains & Plumbing Intc. Lic. No.1052981
P.O. Box 84283, San Diego, CA 92183 * (619) 356-5980

INVOICE/WO 99050

JOB LOCATION	NAME	TENANT		DATE	10.23.20
	ADDRESS	3281 LOMA RIVIERA		DATE SCHEDULED	
	CITY	S.D	STATE CA	TIME IN/OUT	/
	PHONE	619.804.0864	EMAIL		
BILLING INFO	NAME			<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	
	ADDRESS	DAVE RAJUSA group.		SERVICE AUTHORIZATION	
	CITY			I certify that I am the owner or an authorized agent, and I agree to the price and scope of services provided within. I am aware that this price does not include any additional or unforeseen services. I certify that I have read and understand the Disclaimer and Terms & Agreement contained herein.	
	PHONE				

DIAGNOSIS/RECOMMENDATIONS

PSI Level: 60

170 warranty
 NOTE: if noise gets worse recommend disposal to be replaced.

☐ I HAVE READ THE ABOVE & AUTHORIZE THE TECHNICIAN TO BEGIN WORK AS RECOMMENDED. X

TASK #	RECOMMENDATIONS, DESCRIPTION OF PRODUCTS, SERVICES, MATERIALS, & EQUIPMENT	TOTAL
	Inspected disposal and found mason jar lid assembly and a plastic black handle stuck in disposal. Removed objects and used shop-vac to remove any small objects. After testing found disposal a little louder than normal when running, this issue may have been caused by objects in disposal that were extracted of and just to wear & tear over time. It is operational at this time.	120 -
Thank You For Your Business!		TOTAL DUE \$ 120 -

PAYMENT INFORMATION

☐ Check ☐ Cr. Card ☐ Cash
 CC Type: Visa MC Amex Discover

I certify that I am authorized to use the credit card provided.

Vanno

ACCEPTANCE OF WORK PERFORMED

I acknowledge satisfactory completion of the above described work. I understand that I am liable for the amount provided on this document and any additional charges arising out of the return or decline of provided payment as outlined in the Terms & Agreement. Payment is due at time service is rendered.

Print Name: _____

Date: _____

Signature: *Approved over phone.*

P

L

BENOIST Drains & Plumbing Inc. Lic. No.1052981
P.O. Box 84283, San Diego, CA 92183 * (619) 356-5980

INVOICE/WO

3109

JOB LOCATION	NAME	DAVE RAGUSA		DATE	7.9.20
	ADDRESS	3281 Loma Riviera DR		DATE SCHEDULED	
	CITY	S.D	STATE CA ZIP 92110	TIME IN/OUT	
	PHONE		EMAIL	TECHNICIAN	M.B.
BILLING INFO	NAME	dave@ragusagroup.com		<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	
	ADDRESS			SERVICE AUTHORIZATION	
	CITY	VENMO	C BENOIST PLUMBING	I certify that I am the owner or an authorized agent, and I agree to the price and scope of services provided within. I am aware that this price does not include any additional or unforeseeable services. I certify that I have read and understand the Disclaimer and Terms & Agreement contained herein.	
	PHONE		EMAIL		

DIAGNOSIS/RECOMMENDATIONS

PSI Level:

30 day warranty on new labor performed except for closet flange related issues.

☐ I HAVE READ THE ABOVE & AUTHORIZE THE TECHNICIAN TO BEGIN WORK AS RECOMMENDED. X

TASK #	RECOMMENDATIONS, DESCRIPTION OF PRODUCTS, SERVICES, MATERIALS, & EQUIPMENT	TOTAL	
	Pulled existing toilet in upstairs hallbath, inspected closet flange and prep for new toilet, found closet flange abnormally high above floor allowing toilet not to sit flush to floor. Shimmed back base and mort base of toilet to stabilize toilet from moving. Heavy thick caulking around nose of toilet, need to let dry at least 24 hrs before using. Also replaced flux water hose to toilet toilet, old hose showing signs of potential leaking. Tested for proper operation and leaks.	585	-
Thank You For Your Business.		TOTAL DUE	585 -

PAYMENT INFORMATION

ACCEPTANCE OF WORK PERFORMED

☐ Check ☐ Cr. Card ☐ Cash
 CC Type: Visa MC Amex Discover
 I certify that I am authorized to use the credit card provided.

I acknowledge satisfactory completion of the above described work. I understand that I am liable for the amount provided on this document and any additional charges arising out of the return or decline of provided payment as outlined in the Terms & Agreement. Payment is due at time service is rendered.

Print Name: _____ Date: _____

P _____ L _____

Signature: x approved over phone

BENOIST Drains & Plumbing Inc.				INVOICE/WO 2855	
P.O. Box 84283, San Diego, CA 92183 * (619) 356-5980					
JOB LOCATION	NAME	TENANT		DATE	9.9.20
	ADDRESS	3281 Loma Riviera		DATE SCHEDULED	
	CITY	S.D	STATE CA 92110	TIME IN/OUT	/
	PHONE		EMAIL		TECHNICIAN
BILLING INFO	NAME	Jenn Ragusa		<input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	
	ADDRESS	7863 Girard Ave Ste 208		SERVICE AUTHORIZATION	
	CITY	LA Jolla	STATE CA 92037	I certify that I am the owner or an authorized agent, and I agree to the price and scope of services provided within. I am aware that this price does not include any additional or unforeseen services. I certify that I have read and understand the Disclaimer and Terms & Agreement contained herein.	
	PHONE	619.251.9394	EMAIL		
DIAGNOSIS/RECOMMENDATIONS			PSI Level:		
No warranty on blockages					

☐ I HAVE READ THE ABOVE & AUTHORIZE THE TECHNICIAN TO BEGIN WORK AS RECOMMENDED. X

TASK #	RECOMMENDATIONS, DESCRIPTION OF PRODUCTS, SERVICES, MATERIALS, & EQUIPMENT	TOTAL
	Cleared blockage using approx 20' of cable from top sink access located in upstairs master bath.	95 -
	VENMO @ benoistplumbing.	
	email Jenn@ragusagroup.com	

Thank You For Your Business!

TOTAL DUE \$ 95 -

PAYMENT INFORMATION	ACCEPTANCE OF WORK PERFORMED
<input type="checkbox"/> Check <input type="checkbox"/> Cr. Card <input type="checkbox"/> Cash CC Type: Visa MC Amex Discover I certify that I am authorized to use the credit card provided.	I acknowledge satisfactory completion of the above described work. I understand that I am liable for the amount provided on this document and any additional charges arising out of the return or decline of provided payment as outlined in the Terms & Agreement. Payment is due at time service is rendered.
VENMO	Print Name: _____ Date: _____
P _____ L _____	Signature: <u>Approved over phone.</u>



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 6/19)

This inspection disclosure concerns the residential property situated in the City of San Diego, County of San Diego, State of California, described as 3281 Loma Riviera Dr ("Property").

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

Inspection Performed By (Real Estate Broker Firm Name) Compass

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer's Initials () ()

Seller's Initials () ()

DS
[Signature]



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

Inspection Performed By (Real Estate Broker Firm Name) Compass

Inspection Date/Time: 07/29/2021 10:00 am Weather conditions: clear, dry

Other persons present: None

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): Marks/scratches on floor.

Living Room: Screws in wall. Nail holes in walls. Patching in walls & ceiling. Scratches/marks on floor.

Dining Room: Scratches & marks on floor. Patching in ceiling & walls. Nail holes in walls. Marks on walls.

Kitchen: Patching in ceiling. Marks & scratches on floor. Marks on walls. Discoloration on area of vinyl backsplash next to refrigerator. Dishwasher kickplate loose.

Other Room: Laundry room: Dings & scratches on washer & dryer. Some areas not visible due to washer & dryer and other items stored within.

Hall/Stairs (excluding common areas): Downstairs: Patching in ceiling. Nail/screw holes in closet walls. Marks on closet walls. Stairs: Patching in walls & ceiling. Ceiling light installed July 2021. Upstairs: Patching in walls & ceiling. Marks on ceiling.

Bedroom # 1 : Master: Patching in walls. Areas of missing baseboards. Holes in window screens. Ceiling fan/light, entry light & closet area light installed July 2021.

Bedroom # 2 : Next to Master: Screws in walls. Nail holes in walls. Area of baseboards missing.

Bedroom # 3 : End of hall: Patching in walls. Faint stain on carpet.

Bath # 1 : Master: No sink stopper. Patching in walls. Cracking in some shower tiles. Discoloration on some areas of shower grout/caulking.

Bath # 2 : Upstairs hall: Cracking in some shower/tub tiles. Discoloration on some areas of shower/tub grout & caulking. Gaps in areas of toilet base caulk. Discoloration in some areas of sink caulk. Corrosion on mirror backing. No sink stopper. Patching in walls. Toilet replaced July 2020.

Bath # 3 : Downstairs: Patching in walls. Chip on toilet tank lid. Mineral buildup on sink faucet. Corrosion on mirror backing.

Other Room: Bedroom #4: (End of hall to left, next to #3): Patching in walls. Lights above closet opening installed July 2021.

Buyer's Initials () ()

Seller's Initials () ()

DS
[Signature]



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

Other Room: _____

Other: Upstairs walls were painted and carpeting installed June 2020. Bedroom ceilings painted July 2021. Property was leased June 2019-July 2021; owner has not been to the property since prior to its leasing.

Other: Public record information provided by third party. Agent has not verified public records, including but not limited to permits, lot size, number of rooms, age of property, zoning of property, use of property or square footage. Buyer to assume investigation of public records.

Other: Property is located within a homeowners association (HOA) and is subject to the rules and CC&Rs of that association. Agent has not verified HOA information or areas under the HOA's control. Buyer to assume investigation of the association's records, reports and governing documents.

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): Two covered carport spaces directly behind back patio.

Exterior Building and Yard - Front/Sides/Back: Back patio: Marks/stains on areas of floor tile. Exterior of buildings has had recent maintenance and painting done by the HOA.

Other Observed or Known Conditions Not Specified Above: Unit shares walls with neighbors on both sides. Some road noise. Airport/aircraft in close proximity. Proposed future Sports Arena area redevelopment is going through the planning and approval processes with the city and other authorities.

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.

DocuSigned by: _____
 Real Estate Broker (Firm who performed the inspection)
 By Jenn Ragusa Dave Ragusa Compass Date 07/29/2021
 A6E9E383F21E459... (Signature of 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 we have read, understand and received a copy of this disclosure.

DocuSigned by: _____
 SELLER Yevtte A Davis Date 07/31/2021
 SELLER 2E9B338BE2A44FC... Date _____
 BUYER _____ Date _____
 BUYER _____ Date _____

DocuSigned by: _____
 Real Estate Broker (Firm Representing Seller) Compass
 By Dave Ragusa Jenn Ragusa Date 07/29/2021
 Dave Ragusa (Associate Licensee or Broker Signature)

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

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AVID REVISED 6/19 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

3281 Loma





PARKING AND STORAGE DISCLOSURE

(C.A.R. FORM PSD, Revised 12/17)

This disclosure is made in connection with the Purchase Agreement or ☐ other _____ ("Agreement"), dated _____, on property known as 3281 Loma Riviera Drive, San Diego, CA 92110 ("Property") between _____ ("Buyer/Tenant") and Yevtte Davis ("Seller/Landlord")

If applicable, ☒ Seller has been using parking space # 3281 ☐ Parking is **not** included with the Property.

If applicable, ☐ Seller has been using storage space # _____ ☒ Separate storage is **not** included with the Property.

This is a disclosure only. Right to parking or storage, if any, is determined by the Agreement, and if Property is in a planned development or covered by a Home Owner Association, the governing documents.

1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s). As vehicle sizes and shapes vary greatly, the actual size, shape, numbering, location, and accessibility of the actual parking space(s) may not accommodate Buyer's/Tenant's needs. Seller/Landlord and Broker(s) do not warrant that such space(s) or storage areas are suitable for their intended use or meet any minimum requirements.
2. If the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces. However, the size, shape, numbering, location and accessibility of the designated parking and storage area(s) shown within the governing documents are not always accurate, even if drawn by a licensed surveyor. There may be differences between the descriptions in the governing documents and the actual size, shape, numbering, location and accessibility of the parking spaces and storage areas and between what is assigned and what is being used.
3. Seller/Landlord further discloses the following: 2 parking spots in carport at rear of unit

Seller/Landlord  Yevtte Davis Date: 07/31/2021
 Seller/Landlord 2E9B338BE2A44FC... Date: _____

4. Buyer/Tenant acknowledges that Buyer/Tenant has:

- Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified;
- Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Landlord;
- Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s);
- Determined that the parking spaces(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle(s) that Buyer/Tenant intends to park in the parking space;
- Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
- Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Date _____ Date _____
 BUYER/TENANT _____ BUYER/TENANT _____

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**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: ☒ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ Other: _____

_____, dated _____, on property known

as: 3281 Loma Riviera Drive, San Diego, CA 92110 ("Property")

in which _____ is referred to as Buyer or Tenant

and Yevtte Davis is referred to as Seller or Landlord.

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

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

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 LANDLORD'S DISCLOSURE

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

None

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:

None

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

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

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

[Signature]
Seller or Landlord Yevtte Davis

07/31/2021

Date

Seller or Landlord

Date

Tenant's Initials (____)(____)

Buyer's Initials (____)(____)

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FLD REVISED 11/10 (PAGE 1 OF 2)

Reviewed by _____ Date _____



Dave Ragusa / Compass / Generated by Glide

2. LISTING AGENT'S ACKNOWLEDGMENT

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

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

Compass

(Please Print) Agent (Broker representing Seller or Landlord)

DocuSigned by:

By

Dave Ragusa

07/29/2021

Associate-Licensee or Broker Signature

Date

Dave Ragusa**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

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

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

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

Buyer or Tenant_____
Date_____
Buyer or Tenant_____
Date**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

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

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature_____
Date

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Reviewed by _____ Date _____



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 6/21)

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 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. 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.

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.
- The terms of the Agreement establish your rights and responsibilities.
- 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. 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.

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.



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A. Investigation of Physical Conditions

- 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.
- 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 from 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.

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 <http://www.energy.ca.gov/title24/changeout>. 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. 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.

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 sand replacement requirements; (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 determination of the "mean high tide line" which is used to figure out the property's boundary. Buyer is advised to consult with appropriate professionals, including having a geological inspection, to identify the effect of the listed conditions, if any, on the property. Brokers do not have expertise in this area.

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://search.usa.gov/search?affiliate=csc_search_all&query=sea=level=rise&submit=submit
- D. California Coastal Commission (sea level rise page): <https://www.coastal.ca.gov/climate/slr/>
- E. Coastal Adaptation Planning Guidance: Residential Development (draft); California Coastal Commission: <https://www.coastal.ca.gov/climate/slr/vulnerability-adaptation/residential/>



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.

E. Contract Related Issues and Terms

- 1. 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.
- 2. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating “sign here” are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.
- 3. 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.
- 4. 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.
- 5. 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.

6. **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 RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code § 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.
7. **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-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without 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.
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.
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.
8. **SOLAR PANEL LEASES:** 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. 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". 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.

G. Local Disclosures and Advisories

1. 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 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.


BUYER _____ Date _____

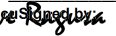
BUYER _____ Date _____

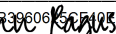
SELLER  _____ Date 07/31/2021

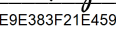
SELLER  _____ Date _____

Real Estate Broker (Selling Firm) Compass DRE Lic.# 01527365

Address  7863 Girard Avenue 208/210 City La Jolla State CA Zip 92037

By  Dave Ragusa Tel. 619.804.0864 E-mail dave.ragusa@compass.com DRE Lic.# _____ Date 07/29/2021

By  Jenn Ragusa Tel. _____ E-mail jenn.ragusa@compass.com DRE Lic.# _____ Date 07/29/2021

 _____

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

Real Estate Broker (Buyer's Firm) _____ DRE Lic.# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____

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SBSA REVISED 6/21 (PAGE 14 OF 14)



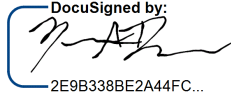
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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)

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Public Utilities Department

DocuSigned by:

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WATER CONSERVATION CERTIFICATE

City of San Diego

Plumbing Retrofit Program

This document confirms that a Water Conservation Certificate is on file for the property address or parcel number listed below, in accordance with City of San Diego Municipal Code Section 147.04.

Today's Date: 07/26/2021

Street Number: 3281

Street Name: LOMA RIVIERA

Unit:

Zip Code: 92110

Certificate Number: 52836

Certificate Date: 04/01/1999

Property Address: 3281 LOMA RIVIERA DR SD 92110-5511

Parcel Number:

City of San Diego
Public Utilities Department
Long-Range Planning and Water Resources Division
Plumbing Retrofit Program
525 B Street, Suite 300
San Diego, CA 92101
(619) 533-7485
sdmc@sandiego.gov

COMPASS

Receipt for Links to Booklets

Property Address: 3281 Loma Riviera, San Diego CA 92110

You will need Adobe Reader to view the files listed below:

Residential Environmental Hazards - (2011)

<https://www.disclosuresource.com/downloads/environment.pdf>

Protect Your Family From Lead In Your Home (2020)

<https://www.disclosuresource.com/downloads/lead.pdf>

Homeowner's Guide to Earthquake Safety (2020)

<https://www.disclosuresource.com/downloads/earthquake.pdf>

Home Energy Rating System (HERS) Program Booklet (2011)

<https://www.disclosuresource.com/downloads/HomeEnergyRating.pdf>

The undersigned hereby acknowledge that they have received the required booklets from the Broker(s) in this transaction, via the links provided in the box above. If they wish, the undersigned may ask that Broker(s) provide printed copies.

Buyer/Tenant: _____ Buyer/Tenant: _____ Dated: _____

Seller/Landlord:  Seller/Landlord: _____ Dated: 07/31/2021

May, 2020

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

We at Compass ("Compass") know that you have a choice in selecting real estate professionals to guide you and appreciate that you chose to work with us. This document is to give you notice that Compass has an ownership interest in and a business relationship with the companies listed in the table below. Because of these relationships, the referral of a customer (including you) by Compass or the companies listed below to one another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

<u>Name</u>	<u>Ownership Percentage</u>
International ProInsurance Solutions LLC ("Pro LLC")	49.9%
Chartwell Escrow Co.	100%

You are NOT required to use the above listed provider(s) as a condition for purchase, sale, or refinance of the subject property, or to obtain access to any settlement or other transaction services. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Pro LLC is an insurance broker who works with multiple insurance carriers and is compensated by the carrier you choose to place your insurance with, if any, in varying percentages. Set forth below are the range of estimated charges for the escrow services charged by Compass' affiliated companies.

Sales Price	\$ 350,000 to \$ 500,000	\$ 500,000 to \$ 750,000	\$ 750,000 to \$ 1,000,000	\$ 1,000,000 to \$ 1,500,000	\$ 1,500,000 to \$ 2,000,000	Over \$ 2,000,000
Escrow Fee	\$ 1,000 to \$ 1,350	\$ 1,300 to \$ 1,850	\$ 1,800 to \$ 2,350	\$ 2,300 to \$ 3,350	\$ 3,300 to \$ 4,300	Contact your escrow officer

Please contact your escrow company directly for fees related to your transaction. Both the settlement service fees and the closing statement will be agreed to and approved by the customer (including you) in writing. Other additional fees for services such as courier services, document preparation, processing payoffs, loan tie-in, etc. may be charged and typically range from \$25 to \$1,000 per service, as needed.

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Compass may refer me/us to purchase the above-described settlement service(s), and that Compass may receive a financial or other benefit as the result of this referral.

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Seller's Signature  _____ Date 07/31/2021

Rev. 6/2021

1

COMPASS

Environmental Hazards Advisory, Acknowledgement and Agreement

Property Address 3281 Loma Riviera, San Diego CA 92110

Buyer is hereby advised that the presence of certain kinds of organisms, toxins and contaminants including **but not limited to** mold, fungi, mildew, lead-based contaminants, asbestos, radon, methane and other gases, if present, may adversely affect the occupants and the Property.

Buyer is strongly advised, Broker/Agent recommends and Buyer agrees that appropriate professionals should be engaged by Buyer to inspect for any and all Environmental Hazards during the Investigatory period provided in the Purchase Agreement and prior to the removal of any related contingencies.

Not all inspectors are licensed and licenses are not available for certain types of inspections. Buyer understands and agrees that Broker/Agent does not have expertise in such areas and Buyer shall rely on experts in these fields.

Buyer agrees to fully investigate the Property to satisfy themselves that the property condition is acceptable.

Buyer

Date

Buyer

Date

rev.04.17



BUYERS HOMEOWNERS' ASSOCIATION ADVISORY

(C.A.R. Form BHAA, 6/18)

California Civil Code section 4525 requires sellers of condominiums and other common interest or planned unit developments ("CID") to provide buyers with governing, financial, and other documents and information created and maintained by a Homeowners Association ("HOA"). These documents may be quite lengthy, causing buyers not to take the time to make a careful review of all HOA materials. Buyers should not remove their HOA document review contingency prior to making a thorough review of all HOA materials. Before deciding to proceed with the purchase transaction, it is critical that buyers carefully review all HOA documents to determine for themselves if the property they are acquiring meets their current and future needs for use and enjoyment of the property. As part of this review, Buyer should also consider if any of the documentation has not been provided, is incomplete, or missing.

BUYER:

YOU ARE STRONGLY ADVISED BY YOUR BROKER TO REVIEW ALL HOMEOWNER ASSOCIATION DOCUMENTS, WITH APPROPRIATE PROFESSIONALS, IF NECESSARY, TO UNDERSTAND THEIR CONTENTS.

THESE DOCUMENTS WILL GOVERN, AFFECT AND, IN SOME CASES, LIMIT YOUR CURRENT AND FUTURE USE AND ENJOYMENT OF THE PROPERTY.

All HOA documents and disclosures are important, however, the following are often areas of concern for buyers of property located in a CID:

- 1. Covenants, Conditions, and Restrictions ("CC&Rs"):** The CC&Rs are the main provisions governing the HOA: how it is run, and basic rights, duties, and obligations of the HOA and individual members. CC&Rs are recorded documents and after the HOA is formed, it is extremely difficult to change the CC&Rs.
- 2. Bylaws, Rules and Regulations:** Bylaws address operation of the HOA. If promulgated by the HOA, the Rules and Regulations usually detail how the HOA will handle routine, day-to-day matters often affecting common area usage, expenses, etc.
- 3. Minutes:** Most HOAs prepare Minutes of Board of Directors' Meetings detailing past, current, and future (proposed) events, issues, and expenses such as existing or planned litigation, repairs, improvements or needed changes in the dues and/or additional assessments. The Minutes are often the best source of information regarding issues related to the common areas, the individual units, special and increased assessments, and the ability to use and enjoy the property after escrow closes.
- 4. Financial Information:** The financial information from the HOA may be contained in numerous documents, including but not limited to: Pro Forma Operating Budget, Assessment and Reserve Funding Disclosure Summary, Financial Statement Review, Assessment Enforcement Policy, Insurance Summary, Regular Assessment, Special Assessments, and Emergency Assessments. The financial status of the HOA could impact the future costs of owning the property.

Reserves: Buyers should determine if reserves are properly and adequately funded and if there are many homeowners who are delinquent on payments for dues and assessments.

Pending and Future Assessments: The Minutes and the HOA disclosure form itself may contain critical information and comments regarding pending or future assessment.

Special or Emergency Assessments: Buyers need to know if special or emergency assessments are currently due in full or whether they are due only in monthly installments. If it is not clear, buyers should request clarification from the HOA. The Purchase Agreement will determine whether the assessment payment will be paid by the seller at Close of Escrow, or whether the payments are prorated, and the buyer will be responsible for the monthly payments after Close of Escrow.

There are independent services available which will review the HOA documentation and give an opinion of the financial status of a HOA for a fee which is typically \$300.00 to \$500.00 depending upon the services to be provided and the extent of the HOA documentation. Real estate licensees are not qualified to assess the financial viability of any HOA.

If you have any questions or concerns about the financial status, strength, or stability of the HOA, contact your accountant who may be able to provide a professional assessment of the HOA's finances.

- 5. Rental Restrictions:** The HOA may have restrictions and/or prohibitions on your ability to rent your unit. These restrictions may be based on the number/percentage of units that are allowed to be rented, and the approval process associated with rentals. The HOA may also put restrictions on the ability to enter into a short term rental. Some HOAs have even gone so far as to completely prohibit rentals for all new owners. In addition to the HOA restrictions, the city may also impose rental control and eviction control ordinances that may impact your decisions to rent the unit. You should investigate these issues with the HOA and the appropriate government authority to determine whether this property meets your needs. These restrictions may affect your decision to purchase the Property.



- 6. Lending Considerations:** Lenders may have certain qualifications that are required from the HOA before they provide financing on your purchase. Many lenders will require the HOA to provide a lender certification document, providing information regarding the HOA. They may require a certain percentage of owner occupied units within the HOA. Further, if you are seeking a FHA or VA loan, the lender may require the HOA to be FHA/VA approved prior to making a loan. You should inquire with your lender and the HOA to determine what will be required in order to obtain financing.
- 7. Noise:** Due to noise and other factors, HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. You should directly contact the HOA Board to determine whether the property can be used for your intended purposes. You should also determine whether the property meets your subjective personal preferences and needs.
- 8. Common Areas:** Those portions of a CID that are not wholly owned by the individual homeowners are designated as "Common Areas." Usually, the CC&Rs and/or the Bylaws will define what constitutes the Common Areas, how they are used, who gets to use them, and who is responsible for maintenance. Some Common Areas may be available for use by all members and their guests, such as a lobby or garden. However, some Common Areas may be "Restricted" or "Exclusive Use" Common Areas with access limited to certain homeowners (this is often true with swimming pools and spas especially when there are multiple HOAs within a CID), or may be restricted to just one homeowner, such as a roof, deck, balcony, or patio. In some instances, the homeowner may be responsible for maintenance of certain Restricted or Exclusive Use Common Areas. You should determine for yourself whether there are any restrictions affecting the Common Areas which could impact your intended use and enjoyment of the property.
- 9. Parking and Storage:** You should determine for yourself whether the allotted parking space(s) are adequate to park your vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that you personally determine if the parking and storage space(s) that are designated in the recorded documents are actually the space(s) being transferred to you and that those space(s) are acceptable for your needs and intended uses of the property.
- 10. Litigation:** Many CIDs have been involved in, or are presently involved in, or may become involved in, litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive, and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments.
- 11. Special Needs:** HOA documents may limit the number and size of animals allowed in units. Fair Housing Laws may impact the effect of such rules on "service" and/or "companion" animals. HOAs on their own, or because of local ordinances, may limit or completely ban smoking and/or vaping in common areas or units. The ability for new buyers to rent units and/or to operate any type of business may also be limited or completely forbidden. Therefore, it is important that you review all HOA documents to ascertain whether there are any limitations on your particular needs or planned use of the property.
- 12. Brokers:** Real estate licensees who forward HOA documentation to you have not verified and will not verify either the information provided or the completeness or accuracy of the documentation unless they agree to do so in writing.

The undersigned Buyer acknowledges receipt of this 2-page Advisory.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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BHAA 6/18 (PAGE 2 OF 2)



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BUYERS HOMEOWNERS' ASSOCIATION ADVISORY (BHAA PAGE 2 OF 2)

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MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 11/11)

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) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. 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) **INSPECTION 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 inspection contingency. However, even if you make an offer without an inspection 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.

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.

Buyer's Initials (____)(____)

Seller's Initials (____)(____)

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MCA REVISED 11/11 (PAGE 1 OF 2)

Reviewed by _____ Date _____



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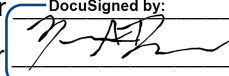
C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, 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. 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. 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, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

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 not 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 _____	Date _____
Buyer _____	Date _____
Seller  _____	Date 07/31/2021
Seller _____	Date _____

DocuSigned by: Yvette Davis
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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

(1) Requirements: (a) Single-Family Properties. California law (Civil Code § 1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code § 1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily 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.

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

(1). Requirements: California law (Health and Safety Code §§ 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a 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.

Buyer's/Tenant Initials (____)(____)

Seller's/Landlord Initials (____)(____)

DS
1/1

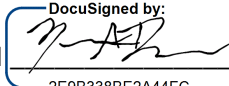


Property Address: 3281 Loma Riviera Drive, San Diego, CA 92110

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 of up to \$200 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 of up to \$100, 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.

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

DocuSigned by:

 Seller/Landlord _____ **Date** 07/31/2021
 (Signature) _____ (Print Name)
 Seller/Landlord _____ **Date** _____
 (Signature) _____ (Print Name)
 Buyer/Tenant _____ **Date** _____
 (Signature) _____ (Print Name)
 Buyer/Tenant _____ **Date** _____
 (Signature) _____ (Print Name)

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WCMD 12/16 (PAGE 2 OF 2)

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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 2 OF 2)



WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)
(C.A.R. Form WDFA, 6/19)

1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster. It is not intended to nor can it be a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
 - A. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements.
 - B. Local, state and federal requirements for cleanup and building approvals.
 - C. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended.
 - D. Timelines, costs and requirements when obtaining required permits for building and utilities installation.
 - E. Insurance related issues such as the cost and whether insurance is available, and claims and possible liens attached to properties.
 - F. The ability to procure insurance.
 - G. Availability of and access to electricity, gas, sewer and other public or private utility services.
 - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs.
 - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition.
 - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services.
 - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/LESSEE ADVISORIES:**
 - A. Buyers/Lesseees are advised to investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
 - B. Buyer/Lessee is advised that the area of the wildfire disaster will likely be under construction for a protracted period of time, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
 - C. Buyer/Lessee is also advised that due to the extraordinary catastrophe of the wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
 - D. Buyer/Lessee is advised to check early in your transaction to determine if you are able to obtain insurance on the property.
4. **RESOURCES:** Below is a non-exhaustive 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 "WildfireResource" <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 <https://wildfirerecovery.caloes.ca.gov/>
 - C. California Department of Forestry and Fire "Cal Fire" <https://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>
 - F. The American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
 - G. County of San Diego
 - H. City of San Diego
 - I. Town of _____
5. **BUYER/LESSEE ACKNOWLEDGEMENT:** Buyer/Lessee understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves.

Buyer/Lessee has read and understands this Advisory. By signing below, Buyer/Lessee acknowledges receipt of a copy of this Advisory.

Buyer/Lessee _____ Date _____

Buyer/Lessee _____ Date _____

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WDFA 6/19 (PAGE 1 OF 1)



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WILDFIRE DISASTER ADVISORY (WDFA PAGE 1 OF 1)

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Local Area Disclosures for San Diego County



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Local Area Disclosures for San Diego County

The Local Area Disclosures for San Diego County (LAD) should be reviewed by Buyer and Seller along with the Statewide Buyer and Seller Advisory (form "SBSA" from the California Association of REALTORS® ("C.A.R."), and all other disclosures including the Real Estate Transfer Disclosure Statement ("TDS"), Seller Property Questionnaire ("SPQ"), and Seller Property Questionnaire Addendum (form "SPQA" from SDAR).

- The LAD provides information on conditions in San Diego County which may impact Buyer's decision to purchase the Property, and is an advisory to Buyer and Seller.
- The LAD does not relieve Seller or Brokers from making disclosures legally required of them.
- The LAD does not eliminate Buyer's duty to conduct a thorough physical inspection of the Property.
- Buyer is advised to investigate, and obtain additional information on, all issues of concern to Buyer and not rely solely on the information received from Seller and Brokers.
- Buyer is advised to obtain in writing all information on the condition or area of the Property received from Seller and Brokers.
- Buyer is advised to consult with qualified professional advisors, consultants and appropriate governmental authorities in evaluating all information related to the Property.
- Buyer is advised that Brokers do not verify the results of any inspections, or guarantee the performance of any inspector.
- In every instance below that advises or urges Buyer to investigate or verify information, this should be done before removing contingencies in the purchase agreement.

DISCLAIMER: The LAD is produced by the Greater San Diego Association of REALTORS® ("SDAR"), which has been doing so since 2003. The LAD is based on information obtained primarily from its members who conduct business throughout San Diego County and are familiar with commonly used local disclosures in those areas. SDAR believes the sources of information is reliable but has not verified all information. Conditions impacting the Property or area (especially those listed in "Specific Area Disclosures") may have changed since the LAD was published.

THE LAD HAS BEEN APPROVED BY SDAR. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY PARTICULAR TRANSACTION.

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LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

A. General Disclosures

The best source for regional information is San Diego County's regional agency, the San Diego Association of Governments (SANDAG). www.sandag.org.

1. Attractions, Amusement Parks and Casinos

Buyer and Seller are advised that various public attractions and amusement parks may impact the traffic in the area near the Property or create noise which may concern some Buyers. Buyer is advised to investigate the impacts from such attractions, including the San Diego Zoo and Safari Park, SeaWorld, SDCCU Stadium, Petco Park, Legoland, North Island Credit Union Amphitheater, Aquatica Waterpark, Mission Bay, various casinos and resorts throughout the county and other public event venues.

2. Regional Planning

The Regional Comprehensive Plan serves as the long-term planning framework for the San Diego region. It provides the broad context in which local and regional decisions are made. For more information visit www.sandag.org/index.asp?projectid=1&fuseaction=projects.detail.

The City of San Diego General Plan provides a comprehensive policy framework for how the City should grow and develop. There are also over 50 smaller community plans which provide additional detailed land use designations and site-specific policy recommendations. For more information visit www.sandiego.gov/planning/genplan.

Other city general or comprehensive plans may exist. Buyer is urged to contact the applicable city for more information.

3. Construction and Soils Defects—Prior, Pending or Threatened Litigation

Buyer and Seller are advised that many subdivisions and condominiums in San Diego County have been subject to litigation for construction and soil defects arising out of the original construction of homes. The status of any legal action and the repairs to remedy the defect may impact the value and use of the Property. It is important to verify the status of any threatened, pending or resolved legal action, including what repairs were made, for the residence and subdivision. For further information, contact the Homeowners Association, if one exists, or the original home builder.

4. Fireplaces

Buyer and Seller are advised that some areas of San Diego County, including areas in Santee, Tierrasanta,

Scripps Ranch, Rancho Peñasquitos and Rancho Bernardo, may have Rampart General fireplaces in some homes. Rampart General fireplaces were pre-cast concrete fireplaces, brought to the site and erected instead of built at the site through masonry work. These fireplaces have been known to crack, and repairs are limited and difficult. Many San Diego County fireplace inspectors, chimney sweeps and contractors will not attempt to repair the Rampart General fireplaces. Repairs may be costly, if available, and replacement may be necessary.

5. High Winds

Buyer and Seller are advised that if the Property is located in an area subject to high winds, the Property may experience damage from blowing dust, sand, debris, and such winds can dislodge roof tiles and shingles, and cause trees to fall. From time to time, all areas of the county are subject to high winds which can cause damage. Buyer is advised to prepare for such events by securing their property and keeping trees trimmed.

6. Homeowners' Associations

Buyer and Seller are advised that the Property may be subject to mandatory membership in one or more Homeowners' Associations (HOAs). HOAs may impose restrictions on the use and development of the Property according to the HOA's Conditions, Covenants and Restrictions (CC&Rs) and Bylaws. If there are multiple HOAs, they may each charge separate dues.

7. Prisons and Jails

Buyer and Seller are advised that there are prisons, jails and detention centers located in the County of San Diego which may influence Buyer's decision to purchase. Buyer is advised to investigate the impact, if any, of such facilities.

8. Proposition 65

Buyer and Seller are advised that the California Safe Drinking Water and Toxic Enforcement Act of 1986, also known as Proposition 65, which became effective on January 1, 1988, concerns potential health danger from hazardous chemicals. Proposition 65 requires all businesses (including all builders of residential homes) to provide a warning to the public of the danger of potential harm by exposure to these chemicals.

9. Historic Review/Historic Districts

Buyer and Seller are advised that many municipalities in San Diego County have historic resource ordinances which can impact a property owner's ability

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

to modify or demolish a property. In the City of San Diego, for example, a building not located in an exempt area that is at least 45 years old may be subject to historic review before demolition or exterior modification is permitted. The City of San Diego also has a number of Historic Districts that may impact whether a property may be modified. Buyer should contact the planning department of the city (or the county) to determine what impact a historic ordinance may have on the Property. For properties located in unincorporated areas, contact the County Department of Planning and Land use, Historic Site Board, (858) 694-3656, or visit www.sandiego.gov/development-services/historical/board. For more information on historic districts, visit www.sohosandiego.org/resources/historicdistricts.htm.

10. Golf Course Closures

Buyer and Seller are advised that if the Property is located adjacent to or near a golf course, the possible closure and potential redevelopment thereof may affect the value or desirability of the Property. Multiple golf courses in San Diego County have closed recently and more may follow suit. If Buyer wants further information on a certain golf course, Buyer is advised to contact the appropriate local authority, such as an affiliated HOA or golf course manager. Brokers do not have expertise in this area.

11. Rental Restrictions

a. Short-Term Rental Restrictions

Buyer and Seller are advised that multiple cities within San Diego County are restricting the short-term rental of residential properties. Further regulation and the outcome of related legal and regulatory challenges thereto may affect the value, use, or desirability of the Property. Buyer is advised to investigate these issues with the appropriate government authority or third-party professionals. Brokers do not have expertise in this area.

b. Rent Control and Just-Cause Eviction Law

California's Tenant Protection Act of 2019 (effective Jan. 1, 2020) imposes statewide rent control measures and grounds for just-cause tenancy termination. For more information, visit www.caanet.org/kblab-1482-chiu-rent-caps-just-cause-eviction/.

12. Parking Restrictions

Certain town and cities in San Diego county restrict on-street parking in residential as well as in commercial areas. Buyer is advised to investigate these issues with the appropriate local authority. Brokers do not have expertise in this area.

13. Trolley and Trains

Buyer and Seller are advised that trolleys and trains

run throughout San Diego County which may create noise and impact traffic. New or expanded tracks may also be proposed. For further information regarding train routes, development and possible expansions, visit www.gonctd.com for maps and updates. Trolley and train information can be accessed at www.511sd.com. Refer to Section C.7 below for additional information.

14. Water Retrofit

Buyer and Seller are advised that various cities, including Del Mar and San Diego, may require installation of low-flow water devices in sinks, shower heads and toilets upon transfer of a property. Compliance with these local regulations may be required in addition to those imposed under California Civ. Code section 1101.4 and 1101.5. It is generally Seller's responsibility to comply with these requirements, unless exemptions apply. Any necessary waiver or certificate showing compliance should be obtained from the applicable city authority before closing escrow on the property.

15. Homeless and Illegal Encampments

Buyer and Seller are advised that there are numerous illegal encampments of homeless people in San Diego County, including in urban and undeveloped areas, canyons, and parks. Local law enforcement authorities have not been able to eradicate such encampments. Homeless persons also live in their vehicles on or off public streets. Buyer is advised to investigate the presence and impact of such activity on the Property.

16. Soil and Geologic Conditions

See paragraphs 4 and 9 of the California Association of REALTORS® Statewide Buyer and Seller Advisory (SBSA).

17. Gas Pipelines

Buyer and Seller are advised of the existence of underground "transmission" pipelines used to transport natural gas, crude petroleum, and refined petroleum liquids such as gasoline, jet fuel, and ethanol in San Diego County. In addition, smaller "distribution" pipelines that operate at lower pressures also exist in San Diego County. Each home that uses natural gas is connected to an underground gas distribution pipeline. Pipeline proximity has become a concern to some homeowners following a number of pipeline disasters in the U.S. While buried pipelines can present a risk of explosion, fire, and other health hazards, proximity to a pipeline does not of itself indicate a safety risk. Information on the location of transmission pipelines can be obtained from Natural Hazard Disclosure (NHD) providers. At this time, not all NHD providers report this information. Information on the location of hazardous liquid and natural gas transmission pipe-

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lines can also be obtained from the National Pipeline Mapping System at

<http://www.npms.phmsa.dot.gov>.

San Diego Gas & Electric provides gas pipeline information which can be accessed at

<http://www.sdge.com/safety/gas-safety/pipeline-map>.

18. Property Photographs and Data Online

Buyer and Seller acknowledge and understand that the Property was likely listed in the Multiple Listing Services and advertised for sale on the internet. As such, persons listing or entering onto the Property may have photos and/or videos of the Property. Once images of the Property are taken or put on the internet or otherwise, neither the Broker nor the Seller has control over the use of the images, how long they are available to the public via the internet, or who views such images after the sale of the Property.

19. View Restrictions

Buyer and Seller are advised that Coastal and other areas may be subject to governmental development of height restrictions to preserve views. Buyer is advised to contact appropriate government authorities on such restrictions.

20. Electrical Blackouts to Prevent Fires

Buyer and Seller are advised that San Diego County experiences wild fires due to high winds and dry conditions. See SBSA, Paragraph 15. In recent years, utility companies have been forced to shut off electricity to certain areas to prevent fires allegedly caused by downed power lines. This may cause disruption to the use of electricity to the Property during these times. Buyer is advised to investigate the Property for these potential impacts.

B. Environmental Disclosures

1. Animals and Insects

Buyer and Seller are advised that the Property, and surrounding areas, may be inhabited by various species of animals and pests, from insects and bees, rodents and bugs to large animals such as mountain lions, bobcats, coyotes, bears, snakes and reptiles, which may pose hazards. Areas may also be subject to domestic and farm animals, including non-native and endangered species which may pose a hazard to, or affect the potential development of a property.

2. Coastal Cliffs and Beach Areas

Buyer and Seller are advised that building structures located near or on the edge of coastal cliffs and beach areas may be prone to erosion and resulting damage. The stability of the soils and other geological characteristics may impact the Property and the ability to build on the Property.

3. Electrical and Magnetic Fields (EMFs)

Buyer and Seller are advised that Electric and Magnetic Fields (EMFs) are found wherever there is electricity, including underground power lines. Brokers are not qualified to explain potential risks associated with EMFs, if any. It is generally believed that public concern with EMFs may affect the value of a property in close proximity to high-voltage power lines. For further information, visit www.sdge.com/emf.

4. Flood Hazards

Buyer and Seller are advised that flooding can occur throughout the county during storms and heavy rains, resulting in property damage, slippage of embankments, and leaks to structures. Areas particularly affected by the storms are river valleys, including Mission

Valley, San Dieguito River Valley, San Luis Rey River Valley and various coastal areas. A property's history of flooding and its propensity to flood may impact its value and use, and availability and cost of flood insurance. For more information, see the SBSA form, and visit the FEMA website: <https://www.fema.gov/floodplain-management> and County website: https://www.sandiegocounty.gov/content/sdcldpw/flood/flood_fema_insurance.html.

5. Landfills

Buyer and Seller are advised that within San Diego County there are several active landfills, including the Borrego Landfill, Las Pulgas Landfill, Miramar Landfill, Otay Landfill, San Onofre Landfill and Sycamore Landfill located in Santee. There may be other known or undiscovered, inactive landfills located within San Diego County. For more information about these and other possible landfills visit www.sandiego.gov/environmental-services.com.

6. Defective Drywall

Buyer and Seller are advised that some homes built between 2001 and 2009 may contain imported defective drywall known in the press as "Chinese drywall." Some residents of properties with this drywall have reported problems, including a strong sulfur smell, like rotten eggs; health issues, like irritated and itchy eyes and skin, difficulty breathing; a persistent cough and headaches; and premature corrosion or deterioration of certain metal components in their homes, like air conditioner coils and wiring behind electrical outlets and inside electrical panel boxes. Eliminating problems associated with the drywall may require its removal from the home. For more information, visit the Consumer

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

Product Safety Commission website at
www.cpsc.gov.

7. Hazardous Materials

Buyer and Seller are advised that the Property may contain hazardous materials, including asbestos, lead, radon, and formaldehyde. Various hazardous materials, such as paint, solvents, cleaning supplies or insecticides, may remain on the Property after close of escrow and may require special handling, removal and disposal. Information on these and other hazards is contained in the Homeowner's Guide to Environmental Hazards.

8. Lead Hazard Inspection

Buyer and Seller are advised that the Centers for Disease Control and Prevention (CDC) has identified lead poisoning as the number-one preventable environmental hazard facing children. The primary source of poisoning is found in deteriorated lead-based paint and associated dust in residential units built before 1978, the year lead was banned from residential paint. For residences built before 1978, Buyer is to receive the Federal Lead-Based Paint Pamphlet and disclosure by seller of any known lead-based paint. Review this information carefully and consider hiring a certified lead-based paint inspector to assess potential lead hazards. For further information, contact the California Department of Public Health certified inspector/assessor at www.cdph.ca.gov or www.epa.gov/lead.

9. Methane Gas

Buyer and Seller are advised that methane gas has been found in many areas of San Diego County. Methane is a colorless and odorless gas that exists naturally. When found in high concentrations, if not properly mitigated in accordance with county and city standards, methane can cause breathing problems and can burn or explode.

10. Nuclear Energy/Material

a. San Onofre Nuclear Generation Station

Buyer and Seller are advised that this inactive nuclear power facility located on the San Diego coast, near the Orange County line, contains two nuclear power generators and stored radioactive waste. For further information, including an Emergency Plan and Evacuation Zone Map, please view the following websites:
U.S. Government Nuclear Regulatory
Commission: www.nrc.gov
Southern California Edison: www.sce.com and type "San Onofre" in the search line.
Beyond Nuclear Institute:
www.beyondnuclear.org
Union of Concerned Scientists: www.ucsusa.org
Nuclear Information & Resource Service:
www.nirs.org

b. Naval & Military Bases

Buyer and Seller are advised that various military bases including North Island Naval Air Station, Naval Amphibious Base, Pt. Loma Submarine Base and 32nd Street Naval Station contain naval vessels which may carry nuclear weapons and/or may be nuclear powered. For further information, visit www.militarybases.com.

11. Trees, Crops and Vegetation—Economic Significance

Buyer and Seller are advised that if any trees or crops located on the Property are of economic significance to Buyer, Buyer should obtain from a qualified professional a grove report, verifying tree or plant count and the costs to maintain the trees or crops. Commercial and private agriculture areas are also subject to land and air insecticide spraying which may impact surrounding areas.

12. Private Waste Disposal Systems

Buyer and Seller are advised that if the Property is serviced by a private waste disposal or septic system, its condition, its capacity and future expansion potential will affect the value and use of the Property. Changes in the use or condition of the system may also require that the Property be connected to the municipal sewer system, at the owner's expense. For more information, contact the local municipal water and sewer department.

13. Toxic Mold Advisory

Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms may cause health problems in certain individuals. Not all hazardous organisms are detectable by visual inspection by Brokers or even by a professional home inspector. If concerned, Buyer should retain the services of an environmental expert to conduct appropriate tests of the property. For more information on toxic mold and other health hazards, visit California Dept. of Public Health (CDPH): www.cdph.ca.gov
U.S. Environmental Protection Agency (EPA):
www.epa.gov/mold

14. General Environmental Concerns

Buyer and Seller are advised that environmental concerns may affect the development and use of a Property including local restrictions on uses, contamination of grounds and wells, proximity to a county dump, requirement of an Environmental Impact Report prior to building, preservation of endangered plants and animals, preservation of Native American artifacts, percolation tests for septic systems and utility pumps.

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY**15. Desalination Plants**

Buyer and Seller are advised that a desalination plant located in Carlsbad provides a portion of water to the county. Additional desalination plants may be constructed in the future. Buyer is advised to investigate the impact of such facility on the Property.

16. Water Availability

Buyer and Seller are advised that periodic droughts may impact the availability and cost of water. Use of water may be restricted during periods of drought. Quality of water varies by area. Various areas in the County are serviced by well water. Buyer is advised to contact the local water district for more information.

C. Traffic, Roads and Transportation

Buyer is advised to investigate road conditions and traffic in the areas Buyer intends to travel. For highway conditions call 1-800-427-7623. The CalTrans website, www.dot.ca.gov, as well as SANDAG's website, www.keepsandiegomoving.com, include information on traffic, road closures and upcoming projects. Its local San Diego telephone number is (619) 688-6699. These traffic and road disclosures are not an exhaustive list. If concerned, Buyer should investigate further.

1. Major Freeways – Traffic

Buyer and Seller are advised that Interstates 5 (I-5), 15 (I-15) and 805 (I-805) and State Routes 125 and 163 are major San Diego County north-south freeways. Highways 52, 56, 76, 78 and 94 and Interstate 8 (I-8) are major San Diego County east-west freeways. Due to increased traffic volume and timing, these freeways and their interconnecting roads may regularly experience traffic resulting in delays. For current traffic information, visit <https://traffic.511sd.com>

2. Mass Transit

Buyer and Seller are advised that construction is underway on a Mid-Coast Trolley Blue Line to run adjacent to I-5 between Old Town and Voight Drive, then to a new transit center at Westfield UTC. Completion of this project is set for Fall 2021. For further information, contact the Metropolitan Transit Development Board at (619) 231-1466 or visit www.sandiego.gov/planning/programs and look for the “Transportation Planning” link.

3. Buses

For information on bus routes and/or potential bus routes, contact:

- a. For San Diego, go to www.sdmts.com.
- b. For North County, call the North San Diego County Transit District (NCTD) at (760) 966-6500, or visit www.gonctd.com.

D. Air Traffic and Airport Disclosures

Buyer is advised to investigate the area in which the Property is located before purchasing for potential impacts from aircraft noise, flyovers or airports. These disclosures are not an exhaustive list of airport or air fields that may affect county residents:

1. Aircraft Noise—General

Buyer and Seller are advised that some areas are subject to noise emitted by military and/or civilian aircraft including helicopters. Properties near a commercial airport or military facility, may be impact the Property. If a Property is in the vicinity of the following civilian airports or military air fields, further information may be obtained by contacting the appropriate airport management:

(a) Agua Caliente Airport, (b) Borrego Valley Airport, (c) Brown Field, (d) Fallbrook Airpark, (e) Gillespie Field, (f) Jacumba, (g) Marine Corps Air Station Miramar, (h) Marine Corps Base Camp Pendleton, (i) McClellan-Palomar, (j) Montgomery Field, (k) Naval Air Station North Island, (l) Naval Outlying Field Imperial Beach, (m) Oceanside, (n) Ocotillo, (o) Ramona, (p) San Diego International, or private airports. Buyer and Seller are further advised that flight paths may be temporarily or permanently altered without notice to affected residents.

2. Aircraft Noise—MCAS Miramar, Camp Pendleton

- a. Buyer and Seller are advised that a Property may be located in an area subject to aircraft noise

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or over flights of aircraft, including helicopters transitioning to and from Marine Corps Air Station (MCAS) Miramar. Helicopters regularly fly over the coast and I-15 corridor to reach Camp Pendleton. Currently, there are no restrictions on the hours of operation for MCAS Miramar, and if necessary can operate 24 hours a day, seven days a week.

- b. Buyer and Seller are advised that impacts generated by the use of aircraft at MCAS Miramar can affect the use and enjoyment of the Property. Further information may be obtained by review of the Final Environmental Impact Statement for Realignment of MCAS Miramar, available at many San Diego area public libraries, and contacting the Commanding General, Community Plans and Liaisons, MCAS Miramar, P.O. Box 452000, San Diego, CA 92145; (858) 577-6603.
- c. Buyer and Seller are advised that if the Property is located within a 25-mile radius of the U.S. Marine Corps Air Station or Camp Pendleton, military operations may have an impact on the Property.

3. Proposed Airport Sites & Runway Expansion

Buyer and Seller are advised that various areas in San Diego County have been proposed, or are being considered, as sites for a future international airport, including expanding Lindberg Field. Additionally, the runway at Carlsbad's McClellan-Palomar will likely be extended to accommodate larger jets, possibly causing additional noise and increased traffic. For further information contact the San Diego County Regional

Airport Authority at www.san.org or visit SANDAG at www.sandag.org.

4. Air Installation Compatible Use Zone (AICUZ) Program

The goal of the Department of Defense's (DOD) Air Installations Compatible Use Zone (AICUZ) Program is to protect the health, safety, and welfare of those living on and near a military airfield while preserving the operational capability of the airfield. AICUZ seeks to identify areas near airfields that might be impacted by noise or aircraft mishaps. If you are considering a property purchase in Coronado, Imperial Beach, Point Loma or areas surrounding MCAS Miramar, the studies may be of interest to you.

- a. The San Diego Airport Land Use Commission has issued a draft (May 2017) of their latest Airport Land Use Compatibility Plan (ALUCP) for North Island/Imperial Beach based on the Navy AICUZ study released in 2011. This ALUCP may mandate the City of Coronado to change the zoning, specific use, and permitting process for parcels located in the zones identified in the AICUZ and ALUCP. Prospective purchasers are advised to read both reports, and should contact the Coronado and Imperial Beach Planning Departments for additional information.
- b. The USMC AICUZ study for Marine Corps Air Station (MCAS) Miramar is more dated, but is available at the MCAS Miramar website: www.miramar.usmc.mil. Portions of Sorrento Valley, Carmel Valley and University City are included in what the Marine Corps refer to as Accident Potential Zones.

E. Specific Area Disclosures

These disclosures cover various communities and are not exhaustive. Buyer should not assume that any community not listed is free of concerns. Buyer is advised to investigate the area to learn what specific conditions may exist. Because services to the Property are affected by whether the Property is in an incorporated city or unincorporated area of the county, Buyer should verify the Property status.

1. COASTAL

a. California Coastal Commission

Buyer and Seller are advised that development or construction on properties within the coastal zone may be subject to the jurisdiction and regulations of the California Coastal Commission, or local regulations

approved by the Coastal Commission. The coastal zone extends a great distance inland in various areas of San Diego County, depending upon the location of coastal habitat, sloughs, and other waterways affected by ocean tides. The development of beachfront property may also be impacted by the determination of "mean high tide lines" in relation to the boundary lines for beachfront property. For further information, contact the California Coastal Commission at (619) 767-2370 or www.coastal.ca.gov.

b. Camp Pendleton

Buyer and Seller are advised that a live-fire artillery range exists at the Marine Corps Base, Camp

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Pendleton. Periodic training exercises occur at Camp Pendleton which includes the detonation of military ordinance. During training exercises, noise from the artillery and ordnance can be heard in some areas of North San Diego County. For further information, contact Camp Pendleton at (760) 725-4111 or visit www.pendleton.marines.mil. For noise inquiries, contact Range Operations Division Office at (760) 725-0358 during the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday. After normal business hours (and weekends), contact the Command Duty Officer at (760) 725-5061.

c. Coronado Island (City of Coronado)

Buyer and Seller are advised that:

- i. **Naval Base Coronado.** This command comprises North Island Naval Station, Naval Amphibious Base Coronado, Outlying Landing Field Imperial Beach, and a number of othersmall facilities. Military ordnance, possibly including nuclear weapons, may be stored at these facilities. Nuclear powered warships moor at NAS North Island. For more information about Naval Base Coronado, visit its website: www.cnic.navy.mil/regions/cnrsw/installations/navbase_coronado.html
- ii. **Coastal Campus Expansion - Coronado Cays.** The Navy is currently developing 170 acres on the south end of Coronado for a training and administrative center.
- iii. **Traffic.** Traffic to and from Naval Base Coronado can be heavy. Streets particularly affected are: First, Third, Fourth, Orange, Alameda, Ocean, Pomona, and Silver Strand Boulevard. For more information, visit www.cnic.navy.mil/coronado/index.htm.
- iv. **Development.** City of Coronado development and zoning standards have changed in recent years. Buyer should verify with the City of Coronado any proposed changes to existing structures and/or zoning constraints on new construction. Many structures no longer comply with the current zoning code.
- v. **Historic Demolition Ordinance.** The City of Coronado has implemented an ordinance which may limit a Buyer's ability to modify or demolish older homes. Homes older than 75 years are automatically subject to City review before any significant changes are allowed. Buyer is urged to consult with the City if demolition or modifications are contemplated.
- vi. **Coronado Shores Condominiums.** Of the 10 Coronado Shores buildings, the following five

buildings are without fire sprinklers: 1720, 1730, 1760, 1770 and 1830 Avienda del Mundo. The same buildings have tested positive for asbestos. 1830 Avenida Del Mundo has leased rooftop space for wireless communication carriers. Buyers are urged to contact individual building managers for building specific information.

- vii. **Hotel Del Coronado.** The City of Coronado has approved a master plan for expansion of the Hotel Del Coronado. Details can be found at www.coronado.ca.us.

d. Coastal - Sea Level Rise

Buyer and Seller are advised that Coastal communities in the county are working with the California Coastal Commission to address issues related to climate change and sea level rise, including potential changes in flood maps, flood risks and insurance. For more information on how this may impact properties adjacent to the ocean, including any mitigation plans, contact the local jurisdiction handling this issue. Also, visit: <https://www.coastal.ca.gov/climate/slr/>.

e. Coastal View Restriction

Buyer and Seller are advised that Coastal properties in San Diego County may be subject to governmental development or height restrictions to preserve views. Buyer is also advised to contact the appropriate government authority on such restrictions.

2. NORTH COUNTY INLAND

a. Fallbrook (Unincorporated)

Buyer and Seller are advised that:

- i. **Naval Weapons Station.** The Naval Weapons Station stores explosives munitions, including napalm, and is located along the westerly boundary of Fallbrook. For further information, contact (760) 731-3609, or www.cnic.navy.mil. (See also Sections D.2 and E.1.b, above.)
- ii. **Public Utility District.** If the utility account of a previous owner of a Property within the Fallbrook Public Utility District is closed, delinquent or remains unpaid, the amount due will be transferred to the new owner of the Property after normal collection procedures are exhausted. As a result, and to prevent conflict, the District will accept payment of closing bills through escrow. For further information, obtain the status of a Property's account by calling the District's Customer Service number at (760) 728-1125. Additional information is at www.fpud.com.

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iii. Rosemary's Mountain Quarry. Rosemary's Mountain Quarry is an active rock quarry located near the San Luis Rey River. Properties in the vicinities of the rock quarries may experience occasional explosion and equipment noise, increased industrial traffic and dust from the quarry operations.

iv. New Development. Construction is underway on a master planned community known as Horse Creek Ridge located east of the I-15 and Highway 76 junction. When completed the residential segment of the development will include 500+ single family residence and 230 condominiums. For more information, visit www.livehcr.com.

b. Bonsall (Unincorporated)

Buyer and Seller are advised that a mushroom farm is located in Bonsall between Old River Road and Gopher Canyon Road. Under certain atmospheric conditions, odors can emanate from the mushroom farm and may affect properties in the area.

c. Escondido (City of Escondido)

Buyer and Seller are advised that:

- i. Agricultural Activity and Odors.** Areas of Escondido may contain farms, chicken ranches, horse ranches and dairies. As a result, there may be odors and noise from these activities that affect a property.
- ii. Chatham Barrel Yard.** The Chatham Brothers Barrel Yard, once used as a solvent recycling facility and oil drum storage area, is located near the intersection of Gamble Lane and Bernardo Avenue. Designated a hazardous waste site, it is subject to an ongoing State cleanup project. In 1987 the County of San Diego established an area around the site within which proposed residential projects required special review. Residential construction has been approved within that area. For further information, contact the Project Manager, California Environmental Protection Agency, Department of Toxic Substances Control at (800) 728-6942, or visit www.dtsc.ca.gov/database and request a search on Document ID 37490029,

d. Ramona (Unincorporated)

Buyer and Seller are advised that:

- i. Noise, Barona Raceway and Off-Road Vehicles.** Potential noise exists from farms, ranches, factories, animals, civilian/military aircraft, heavy equipment, off-road vehicles, motorcycles, schools, and related activities. Marine helicopters and other aircraft from MCAS Miramar may travel over this area. See Section

D.2 above. The Ramona Airport has a variety of aircraft that use the facility, including the California Department of Forestry.

ii. Odors, Fumes and Dust. Potential odors and fumes exist from county waste facilities, farms, ranches and residences, herbicides, pesticides, chemical fertilizers, and soil amendments.

iii. Environmental Concerns. Ramona strictly enforces the rules regarding the use of private waste disposal or septic systems. See B.12 above.

iv. Sewage. The Ramona Municipal Water District operates the water, sewer, and all related systems in the Ramona area. An expansion and upgrading of the sewer system may be necessary in the future and may affect the ability to connect to the sewer. Some unimproved lots in the San Diego Country Estates and Ramona may not have the ability to hook up to the public sewer system or may be subject to special fees or assessments. There may be additional fees in the future. For further information, contact the Water District to verify sewer availability for a Property. A Property that is not hooked up to the sewer will need to have a septic system to construct a home. Not all properties can support a septic system. For more information, visit www.rmwd.org or call (760) 789-1330.

v. Unavailability of Natural Gas. Natural gas is not yet readily available in Ramona and, therefore, propane is used. Propane tanks are available for purchase or lease from vendors.

vi. Explosive Ordnance. Areas in and immediately around the Ramona Airport have been used in the past (1942 through 1946) by the military for bombing practice. Some live, unexploded military ordnance has been found and other ordnance may exist.

e. Rancho Bernardo (City of San Diego)

Buyer and Seller are advised that:

i. Groundwater Seepage. There are areas in Rancho Bernardo where groundwater emerges, even in summertime, including certain areas of the Seven Oaks subdivision.

ii. Methane Gas. See Section B.8 above.

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- iii. **Soils.** Rancho Bernardo is known to have significant areas of expansive soils. Any area that has had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a potential for subsidence and resultant structural or cosmetic problems in such locations. See paragraph 3 of the Statewide Buyer and Seller Advisory.

- iv. **Poway Unified School District.**

See next paragraph.

f. **Poway Unified School District**

Buyer and Seller are advised that owners of properties in the Poway Unified School District, except those in Mello-Roos assessment districts, are annually assessed \$55 per \$100,000 of the assessed property value for school bonds approved by the district's voters in November 2002 (Proposition U). For further information, visit the school district's website at www.powayusd.com.

g. **Rancho Santa Fe / Del Rayo (Unincorporated)**

Buyer and Seller are advised that the Rancho Santa Fe area is known to have significant areas of expansive soils. Any areas (such as the greater Fairbanks Ranch area) that have had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a potential for subsidence and resultant structural or cosmetic problems in such locations. See Section B.5. A soils report dated January 13, 1992, prepared by MV Engineering, Inc., concluded that a soils problem exists with the retaining wall behind 5867, 5859, 5851 and 5843 Saratoga Corte (lots 36-39, inclusive), in the Del Rayo Downs development.

h. **Fairbanks Ranch (Unincorporated)**

Buyer and Seller are advised that:

- i. **There are easement areas throughout Fairbanks Ranch,** including various open space easement requirements that may be applicable to the Property. For further information, review a preliminary title report and contact the Fairbanks Ranch Association at (858) 756-4415 or www.fairbanksranch.org.
- ii. **There is fill soil on many lots in Fairbanks Ranch,** and soils problems on specific lots may affect a lot's suitability for development. See paragraph 3 of the Statewide Buyer and Seller Advisory.
- iii. **Fairbanks Ranch is a private community,** managed by and through its homeowners as-

sociation, and subject to applicable CC&Rs and Bylaws. See Section A.6 above.

- iv. **There are common areas throughout**

Fairbanks Ranch, including tennis courts, clubhouse, equestrian center, equestrian trails, roads, greenbelts and open space. The proximity of these areas to a property may impact its value or use.

- v. **The Fairbanks Ranch Equestrian Center is an amenity of the Fairbanks Ranch community.**

The Fairbanks Ranch Association's long-range plans for the Equestrian Center, and the benefits and use of the Center impact the value of the Property. For further information, contact the Fairbanks Ranch Association at (858) 756-4415.

3. **EAST COUNTY**

a. **Santee (City of Santee)**

Buyer and Seller are advised that:

- i. **The Las Colinas Women's Jail** is to be significantly enlarged in the future
- ii. **The Sycamore Landfill** facility is due to be enlarged by approximately three times its current capacity.

For information on these and other matters in Santee, visit www.cityofsanteeca.gov.

b. **Fletcher Hills (City of El Cajon)**

Buyer and Seller are advised that portions of the Fletcher Hills in the area of El Cajon have been designated as an ancient landslide area, and may contain unstable soils conditions. See Statewide Buyers and Sellers Advisory (SBSA), paragraph 4, "Geologic Hazards," and paragraph 9, "Soils and Geologic Conditions."

c. **Tierra Del Sol/Boulevard/Campo Area**

Buyer and Seller are advised that there is a proposed landfill known as the "Campo Municipal Solid Waste Landfill and Recycling" to be built near the southern end of the Campo Indian Reservation. This proposed landfill may impact the environment, including creating additional traffic. For further information on this, visit www.campo-nsn.gov/campolandfill.html.

d. **Julian**

Buyer and Seller are advised that water in this area, including water districts, is serviced entirely by wells. For more information, contact the local water authority.

e. **Rancho Santa Teresa Estates**

Water in this area, including the applicable water district, is serviced entirely by wells. For more information, contact the local water authority.

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

4. SAN DIEGO (City of San Diego)

a. Tierrasanta

Buyer and Seller are advised that:

- i. **Explosive Ordnance.** The Tierrasanta community was previously the site of a World War II military training base. Some live, unexploded military ordnance has been found and is known to exist in the open space and canyon areas of Tierrasanta and may underlie other areas of the community. A comprehensive program to clean up this ordnance was started in 1990 and completed in 1994. Caution is required when traveling in the canyons and Mission Trails Park areas.
- ii. **Quarry Noise.** El Dorado Terrace, El Dorado Ridge, Sunset Ridge, El Dorado Greens, Canterbury Hills, and Monte De Oro may occasionally experience quarry explosion noise caused by V.R. Dennis Construction Company, which is planning to upgrade the existing asphalt plant on its property. For further information, contact the V.R. Dennis Construction Company.

b. Navajo/San Carlos Area

Buyer and Seller are advised that due to a high incidence of landslides over the past few years, the City of San Diego has established a geological hazard area in the Navajo community bounded by Mission Gorge Road, Golfcrest Drive, Navajo Road, Waring Road and Princess View Drive in San Diego. Development in this area may be restricted by City requirements for geologic reports and warranties against landslides.

c. Downtown San Diego

Buyer and Seller are advised that:

- i. **Traffic and Noise.** Downtown San Diego (including the Gaslamp Quarter) is subject to noise from trolley, trains, and heavy traffic at times, especially when there is a baseball game or other event at Petco Park. There are also other events such as Mardi Gras, symphony Summer Pops Concerts, marathons, and music and sports events that cause street closures and other traffic problems, and noise, including but not limited to fireworks.
- ii. **New Buildings.** Views may be altered, or obstructed by new buildings, parks, trees and other projects. From time to time, there are noise issues related to construction.
- iii. **The Homeless.** Downtown and adjacent areas experience the congregation of homeless and transients. Programs exist that service them, such as temporary housing, food distribution centers, and healthcare outreach facilities.
- iv. **Governments.** Downtown is home to admin-

istrative offices of the City of San Diego, the County of San Diego, the State of California, and the U.S. (federal) government, including the U.S. District Court, IRS, Navy, Customs, Social Service Administration, and others. Both the federal government and the County operate correctional facilities downtown. For specific information, visit the websites of the appropriate agencies.

- v. **Information.** For more information, visit the website of the agency in question. Information may also be obtained from Civic San Diego at (619) 235-2200 or visit www.civicsd.com. For Gaslamp Quarter events: www.gaslamp.org.

5. SOUTH COUNTY

a. Chula Vista

Buyer and Seller are advised that:

- i. **North Island Credit Union Amphitheater,** located in south Chula Vista east of I-805 off the Main Street/Otay Valley Road exit, creates noise from concerts and events, as well as traffic, which may impact properties in the area.
- ii. **Aquatica SeaWorld Waterpark** is located east of I-805 at the Main Street/Otay Valley Road exit.
- iii. **Tijuana International Airport** is located approximately five miles south of the U.S.-Mexico border.
- iv. **Trolley Lines.** A trolley line is proposed to run along Palomar Street in Chula Vista. The median within East Palomar Street contains a right-of-way for a proposed trolley line and station. The station is proposed to be located east of the intersection of Palomar Street and Santa Cora Avenue. For more information, refer to Section A.10.
- v. **Bayfront Development.** Both Chula Vista and National City may be subject to bay front development, including a Convention Center and resort hotel. If approved, the project is expected to be carried out in four major phases over the next two decades. For more information, visit www.portofsandiego.org/chulavistabayfront.
- vi. **Eastern Urban Center (EUC).** Chula Vista has approved a 20-year project, the Eastern Urban Center, which will create an urban epicenter in the middle of the suburban 23,000-acre Otay Ranch community in eastern Chula Vista. The EUC is currently being designed to

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

include over 3.4 million square feet of commercial space (office, civic and retail) and approximately 3,000 multifamily housing units. The EUC is located along the recently opened South Bay Expressway between Birch Road and Hunte Parkway. For more information, visit: www.projectdesign.com/projects-eastern-urban-center.html.

b. All Border Areas -- Impacts from Mexico

- i. South County may experience air, water, sewage, and noise pollution from activities in Mexico. For information on air pollution go to www.sdapcd.org. For water pollution, go to www.waterboards.ca.gov/sandiego/. The noise is primarily from the Tijuana airport.
- ii. Buyer should evaluate the impact to the Property that illegal crossings along the U.S.-Mexican border may have, as well as any new construction or activity along the border. For further information, visit www.usborderpatrol.com

6. DESERT

Borrego Springs

The Salton Sea, east of Borrego Springs, occasionally experiences wind conditions that cause odors to be transmitted from the Salton Sea to the Borrego Valley. For more information, visit the County of San Diego website: www.salttonseaauthority.org.



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Revision Date: January 2020

If you are aware of any local disclosure that should be included in this booklet and is not, please contact the SDAR Risk Management Department via email at legal@sdar.com. Thank you.

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

SIGNATURE PAGE

The LAD does not list all conditions in San Diego County that may affect the Property. There may also be new conditions since the LAD was published, or conditions of concern to the Buyer. BUYER SHOULD INVESTIGATE AND OBTAIN ADDITIONAL INFORMATION ON ALL ISSUES OF CONCERN, AND NOT RELY SOLELY ON THE INFORMATION RECEIVED FROM SELLER AND BROKERS. SHOULD BUYER FAIL TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS.

Buyer and Seller are encouraged to read the LAD carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of the LAD (16 pages).

BUYERS

Date

Date

Buyer Signature

Buyer Signature

Buyer Printed Name

Buyer Printed Name

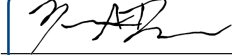
SELLERS

07/31/2021

Date

Date

DocuSigned by:



Seller Signature

Seller Signature

Yvette Davis

Seller Printed Name

Seller Printed Name

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

Local Area Disclosures for San Diego County
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P.O. Box 7134
San Francisco, CA 94120-7134

DEMAND

Order Number: 210715-00376
Escrow Number:
Demand Date: 7/15/2021

Bill To: Amount Due: \$99.00

DAVE & JENNIFER RAGUSA
COMPASS
7863 GIRARD AVE, STE. 208/210
LA JOLLA, CA 92037

Please include the Order Number on
check to receive proper credit.

THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED

Ordering Party/Agent	Escrow	Order Details
DAVE & JENNIFER RAGUSA COMPASS 7863 GIRARD AVE, STE. 208/210 LA JOLLA, CA 92037 (619) 804-0864		Property Address: DAVIS YEVTTE A 3281 LOMA RIVIERA DR SAN DIEGO, CA 92110-5511

Quantity	Description	Amount	Total
1	Residential Premium	\$99.00	\$99.00

Subtotal: \$99.00
Paid: \$0.00
Amount Due \$99.00

Important Ordering Agent Payment Instructions:

When escrow opens for this transaction please do the following:

1. Fill out the escrow information above.
2. Fax a copy of this demand to Disclosure Source at (800) 287-8673.
3. Have this demand placed into the escrow file for payment.
4. **Should the escrow we were instructed to bill not close, please forward this demand to the next escrow, and inform Disclosure Source of the new pertinent data.** Disclosure Source will provide the new escrow with an updated demand and a copy of the report.

In the event demands are unpaid after closing, the Ordering Agent will be responsible for payment.

Escrow Instructions:

If the escrow documents are being transferred to a new escrow, please notify Disclosure Source Customer Service at (800) 880-9123 to update changes and transfer this demand along with the Disclosure Source Report to the new escrow. If the escrow fails to close, please notify the Disclosure Source Accounting Dept. at (800) 880-9123.

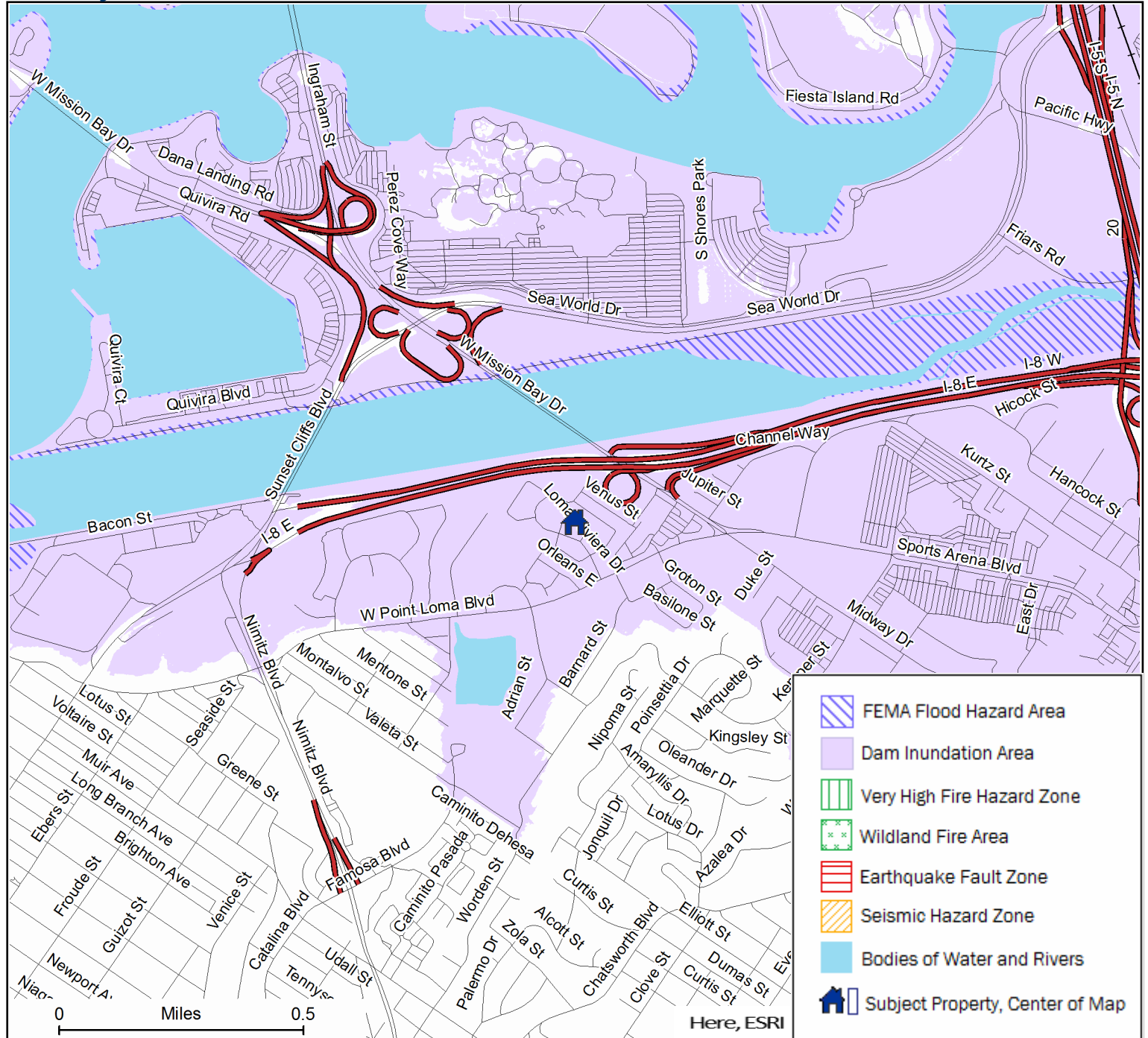
California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

Date: 7/16/2021
Order Number: 210715-00376

Statutory Natural Hazard Disclosures



IS <input type="checkbox"/>	IS NOT <input checked="" type="checkbox"/>	Located in a FEMA Special Flood Hazard Area.
* IS <input checked="" type="checkbox"/>	IS NOT <input type="checkbox"/>	Located in a Dam Inundation Area.
IS <input type="checkbox"/>	IS NOT <input checked="" type="checkbox"/>	Located in a Very High Fire Hazard Severity Zone.
IS <input type="checkbox"/>	IS NOT <input checked="" type="checkbox"/>	Located in a Wildland Fire Area.
IS <input type="checkbox"/>	IS NOT <input checked="" type="checkbox"/>	Located in an Alquist-Priolo Earthquake Fault Zone.
* IS <input type="checkbox"/>	IS NOT <input type="checkbox"/>	Located in a Seismic Hazard Zone.

* Please read the report for further information

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

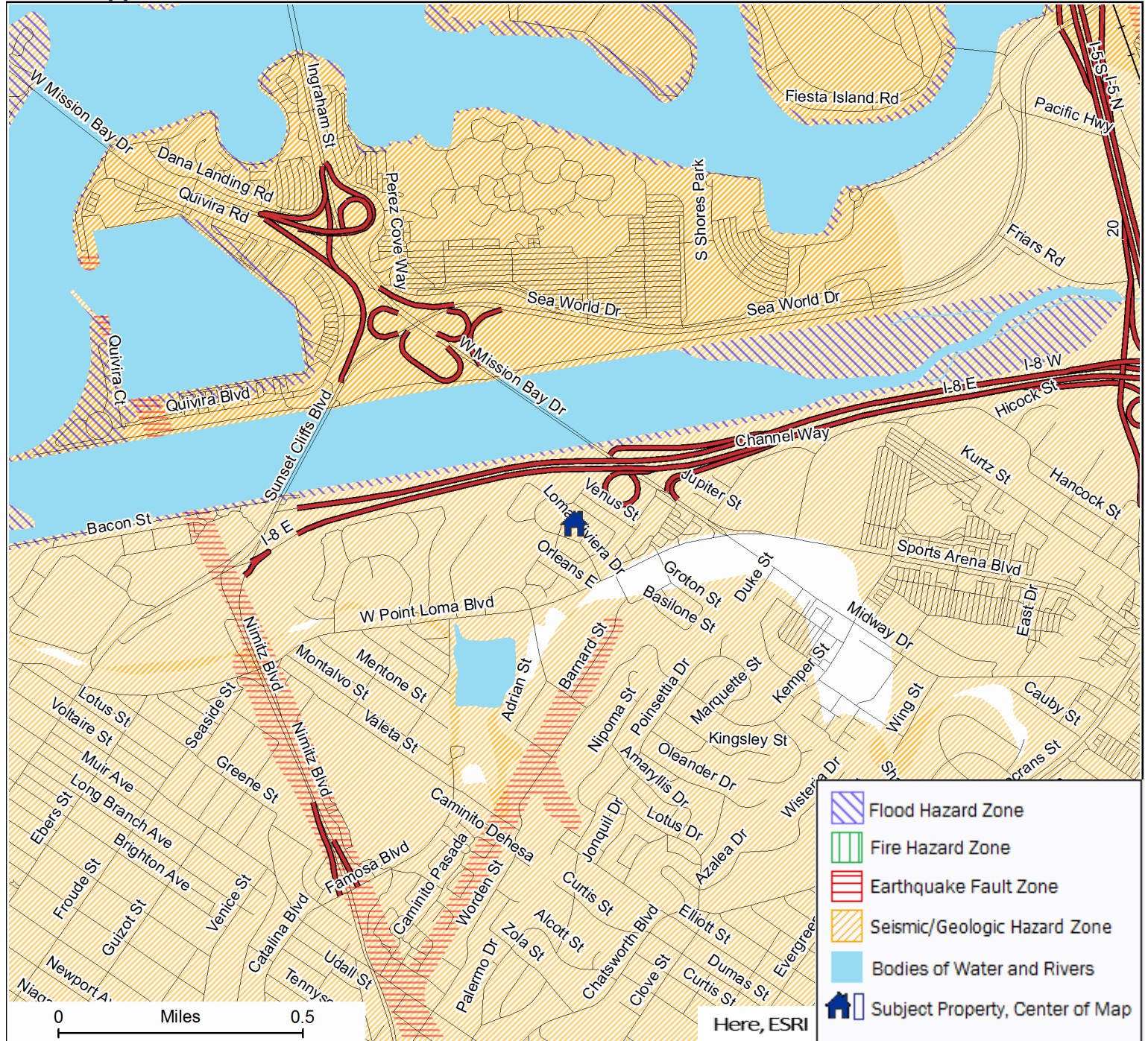
California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

Date: 7/16/2021
Order Number: 210715-00376

Local/Supplemental Natural Hazard Disclosures



- IS ☐ IS NOT ☒ in a Supplemental Flood Hazard Zone.
- IS ☐ IS NOT ☒ in a Supplemental Fire Hazard Zone.
- IS ☐ IS NOT ☒ in a Supplemental Earthquake Fault Zone.
- * IS ☒ IS NOT ☐ in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

* Please read the report for further information



California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

Date: 7/16/2021
Order Number: 210715-00376

NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: **3281 LOMA RIVIERA DR, SAN DIEGO, CA, 92110-5511 APN: 441-660-01-14**

The seller and the seller's agent(s) or a third-party consultant disclose 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 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 seller and seller's 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 seller and buyer.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No **X** Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes **X** No _____ Do not know and information not available from local jurisdiction _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _____ No **X**

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE 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 _____ No **X**

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes _____ No **X**

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) _____ Yes (Liquefaction Zone) _____ No _____ Map not yet released by state **X**

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. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s) _____
2E9B338BE2A44FC... DocuSigned by: _____
Signature of Seller(s) _____
DocuSigned by: **Dave Ragusa**
Seller's Agent(s) _____
58B3960625CF40E...
Seller's Agent(s) **Jenn Ragusa**
A6E9E383F21E459...

Date 07/31/2021
Date _____
Date 07/29/2021
Date _____
Date 07/29/2021
Date _____

Check only one of the following:

- ☐ 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 seller(s) and agent(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 Section 1103.7 of the Civil Code, 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 Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s)



Date 7/16/2021

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 seller's or agent's disclosure obligations in this transaction.

By signing below, the buyer(s), also acknowledge they have read and understand the additional disclosures, notices, advisories, and disclaimers provided in this report including, but not limited to, local/supplemental natural hazards, commercial/industrial zoning, airport influence area and airport proximity, Williamson Act, right to farm, mining operations, transfer fee notice, notice of your supplemental property tax bill, gas and hazardous liquid transmission pipelines, toxic mold, methamphetamine or fentanyl contaminated property, Megan's law, flood insurance, military ordnance location, energy efficiency standards, water conserving plumbing fixtures, solar energy systems notice, mudslide / debris flow advisory, habitat sensitivity area/endangered species, oil, gas wells and methane, naturally occurring asbestos, radon, additional local disclosures, tax information (Mello-Roos and 1915 special tax and assessments notice, tax summary), if included in the report, environmental information, if included in the report, and links to download Governmental Guides referred to in the Report (additional signatures may be required):

1. "[Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants](#)"; 2. "[Protect Your Family From Lead In Your Home](#)";
3. "[Homeowners Guide to Earthquake Safety](#)" and "[Residential Earthquake Hazards Report](#)" form; 4. "[What is your Home Energy Rating?](#)".

Signature of Buyer(s) _____ Date _____
Signature of Buyer(s) _____ Date _____

California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

Date: 7/16/2021
Order Number: 210715-00376

THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

PAYMENT POLICY: FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

CANCELATION POLICY: OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE SELLER TAKES THE PROPERTY OFF THE MARKET. SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

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In	Out	Not Mapped	Statutory Natural Hazard Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special Flood Hazard Area designated by the Federal Emergency Management Agency	1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dam Inundation / Area of Potential Flooding	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Very High Fire Hazard Severity Zone	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wildland Area That May Contain Substantial Forest Fire Risks And Hazards	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Earthquake Fault Zone	2
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Landslide Zone	2
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seismic Hazard - Liquefaction Zone	2

In	Out	Not Mapped	Local/Supplemental Natural Hazard Disclosures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Flood Hazard Zone	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Fire Hazard Zone	3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Earthquake Fault Hazard Zone	4
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Seismic/Geologic Hazard Zone	4

In	Out	Additional Disclosures	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Commercial/Industrial Zoning	5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Airport Influence Area	5
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Airport Proximity	5
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Right to Farm	7
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mining Operations	7

California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

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Yes	No	Tax Information	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mello-Roos Communities Facilities District Special Tax Liens – currently levied against the property	8
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Improvement Bond Act of 1915 Lien Assessments – currently levied against the property	9
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Property Assessed Clean Energy (PACE) Programs	9
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Yes	No	Environmental Information	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identified sites with known or potential environmental concerns	14
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Parcel Number: 441-660-01-14

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Order Number: 210715-00376

STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the buyer contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property.

Source(s) of data: Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

☐ IS ☒ IS NOT located in a Special Flood Hazard Area ☐ Do not know and information not available

DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. The actual risk of dam failure is not defined by the map(s). Legislation also requires, appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

Source(s) of data: Government Code Section 8589.5.

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

☒ IS ☐ IS NOT located in a Dam Inundation Zone ☐ Do not know and information not available

VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified Very High Fire Hazard Severity Zones in Local Responsibility Areas based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

Source(s) of data: California Government Code Section 51178 and 51179

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

☐ IS ☒ IS NOT located in a Very High Fire Hazard Severity Zone

WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A seller of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291. The State of California collects an annual "fire prevention fee" from these owners. The collected monies will go toward a fund that will finance fire prevention activities benefiting these owners. (Note As of July 1, 2017 the Fire Prevention Fee has been suspended through the year 2031), More information about this fee may be found at

<https://www.fire.ca.gov/grants/fire-prevention-grants/state-responsibility-area-fire-prevention-fee>.

Source(s) of data: California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

☐ IS ☒ IS NOT located in a State Responsibility Area

California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

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ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

Source(s) of data: California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

☐ IS ☒ IS NOT located in an Alquist-Priolo Fault Zone

SEISMIC HAZARD ZONE

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

Source(s) of data: California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

☐ IS ☐ IS NOT located in a Landslide Hazard Zone ☒ Map not released by state

☐ IS ☐ IS NOT located in a Liquefaction Hazard Zone ☒ Map not released by state

GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS/QUAKE.ASPX](https://www.disclosuresource.com/downloads/QUAKE.ASPX)

California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

Date: 7/16/2021
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LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. The company has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the buyer contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the buyer: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.

Based on the maps obtained, the subject Property:

☐ IS ☒ IS NOT located in a supplemental Flood Hazard Zone ☐ Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

SUPPLEMENTAL FIRE HAZARD ZONE

Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.

There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.

Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.

Based on the maps obtained, the subject Property:

☐ IS ☒ IS NOT located in a supplemental Fire Hazard Zone ☐ Do not know OR information is not available

ADDITIONAL INFORMATION:

NONE

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SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist -Priolo Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.

Based on the maps obtained, the subject Property:

☐ IS ☒ IS NOT ☐ Do not know OR information is not available located in a supplemental Fault Hazard Zone

ADDITIONAL INFORMATION:

NONE

SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE

The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.

Based on the maps obtained, the subject Property:

☒ IS ☐ IS NOT ☐ Do not know OR information is not available located in a supplemental Geologic Hazard Zone

ADDITIONAL INFORMATION:

In an area of HIGH potential for Liquefaction.

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ADDITIONAL DISCLOSURES

COMMERCIAL / INDUSTRIAL ZONING

Pursuant to California Civil Code Section §1102.17, the seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title.

"Whenever any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted, except in an action to abate a public nuisance brought in the name of the people of the State of California, no person or persons, firm or corporation shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any such industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation. Nothing in this act shall be deemed to apply to the regulation and working hours of canneries, fertilizing plants, refineries and other similar establishments whose operation produce offensive odors." California Code of Civil Procedure Section §731a.

Based on the county tax assessment rolls, the subject Property:

☒ IS ☐ IS NOT located within one mile of a property zoned for commercial or industrial use.

AIRPORT INFLUENCE AREA

Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located outside California were not included in this report.

According to airport influence maps available, the subject Property:

☒ IS ☐ IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

AIRPORT PROXIMITY

Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities. Private landing facilities (restricted public access), glider ports, facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA), and airports physically located outside California were not included in this report.

While a property may not be within a defined airport influence area or within several miles of an aircraft landing facility, it may still be exposed to the nuisances related to such uses. No finding or opinion is expressed or implied in this report regarding the take-off and landing patterns utilized by airports, the noise levels experienced at the subject property as a result thereof, or the impact of any planned or approved airport expansion projects or modifications.

Note: This information does not relieve the sellers' duty to disclose, in writing, their actual knowledge that the property is adjacent to, or zoned to allow an industrial use described in Section 731a of the Code of Civil Procedure, including airport uses, or that is affected by a nuisance created by such a use.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

FAA ID#	FACILITY NAME	TYPE	DISTANCE
SAN	SAN DIEGO INTERNATIONAL - LINDBURGH FIELD AIRPORT	AIRPORT	1.78 MILES
CL16	TURNER FIELD (AMPHIBIOUS BASE)	HELIPORT	4.18 MILES
NZY	HALSEY FIELD	AIRPORT	4.18 MILES

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For further information regarding any of the aircraft landing facilities identified in this report, please contact the following agency:

Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600

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RIGHT TO FARM

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

NOTICE OF RIGHT TO FARM This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

☐ IS ☒ IS NOT located within one mile of a farm or ranch land.

MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. (Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation)

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

☐ IS ☒ IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

Maps and information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation https://www.conservation.ca.gov/dmr/abandoned_mine Lands. The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of sellers of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <https://www.conservation.ca.gov/DMR> and/or the local Engineering, Planning or Building Departments in the county where the property is located.

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TAX INFORMATION

NOTICE OF SPECIAL TAX AND ASSESSMENT

TO THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY SHOWN ABOVE. THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY. YOU SHOULD TAKE THESE TAXES AND ASSESSMENTS, IF ANY, AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH THEY PAY INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY. YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX AND ASSESSMENTS ARE APPORTIONED AMONG PROPERTIES IN THE ASSESSEMENT DISTRICT AND HOW THE PROCEEDS OF THE TAX WILL BE USED, BY CALLING THE CONTACT NAME AND NUMBER LISTED BELOW. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT. YOU MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

If Mello-Roos Community Facilities Special Tax Liens or Improvement Bond Act of 1915 Lien Assessments are not paid on time, the issuer has the right to initiate foreclosure proceedings on the property and it may be sold to satisfy the obligation. By statute, the special tax lien is made superior in priority to private liens such as mortgages and deeds of trust, even if the aforementioned preceded the creation of the assessment. Unlike property tax sales initiated by a County Tax Collector (which require a five year waiting period) special tax lien foreclosure may be initiated quickly if payments become delinquent. This can occur as soon as a few months after a property tax bill becomes delinquent.

The annual assessment installment against this property as shown on the tax bill for the 2020-2021 tax year is listed below. Assessment installments will be collected each year until the assessment bonds are repaid. The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes are summarized below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

Mello-Roos Community Facilities Districts

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements and services funded by Mello-Roos districts may include, but are not limited to police and fire protection services, roads, new school construction, backbone infrastructure improvements, new or expanded water and sewer systems, recreation program services and flood or storm protection services. When construction of facilities is involved, in most cases, the money required to provide initial funding for the improvements is obtained through the issuance of municipal bonds. A special tax lien is placed on each property within the district for the annual payment of principal and interest as well as administrative expenses. The annual special tax continues until the bond is paid, or until revenues are no longer needed. Mello-Roos tax amounts may vary (increase), or the term of the payments may be extended, especially if additional bonds are issued. These special taxes are usually collected with regular property tax installments.

If this property is subject to the Mello-Roos CFD(s) lien(s) listed below, it is subject to a special tax that will appear on your property tax bill that is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. This special tax is not necessarily imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property.

There is a maximum special tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES SPECIAL TAX LIEN(S).

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Improvement Bond Act of 1915 Assessments Districts

Improvement Bond Act of 1915 Assessments Districts provide a method of financing certain public capital improvements and infrastructures including, but not limited to, roads, sewer, water and storm drain systems, and street lighting. The money required to fund the improvement is obtained in advance through the issuance of municipal bonds pursuant to the Improvement Bond Act of 1915. A special assessment lien is placed on the property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvement(s) and is amortized over a period of years. Improvement Bond Act of 1915 Lien Assessments can be prepaid at any time. In most instances but not all, the assessment is placed on the secured tax roll and is collected with your annual county real property taxes.

If this property is subject to the Improvement Bond Act of 1915 Lien Assessment(s) listed below, the lien(s) will be repaid from annual assessment installments levied by the assessment district that will appear on the property tax bill, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bills. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district.

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO IMPROVEMENT BOND ACT OF 1915 LIEN ASSESSMENT(S).

Property Assessed Clean Energy (PACE) Programs

California legislature enables local governments to help property owners finance the acquisition, installation, and improvement of energy efficiency, water conservation, wildfire safety improvements as defined in Section 5899.4 of the Streets and Highways Code, and renewable energy projects through PACE programs. Owners of residential and commercial properties within a PACE participating district can finance 100% of their project and pay it back over time as a property tax assessment through their property tax bill, which is delivered and collected by the County. The tax bill will have a line item titled with the name of the PACE program. Payments on the assessment contract will be made through an additional annual assessment on the property and paid either directly to the county tax collector's office as part of the total annual secured property tax bill, or through the property owner's mortgage impound account. If the property owner pays his or her taxes through an impound account he or she should notify their mortgage lender to discuss adjusting his or her monthly mortgage payment by the estimated monthly cost of the PACE assessment. Under the PACE programs, if the property is sold before the PACE financing is paid in full, the remaining payments may be passed on to the new property owner. However, a lender may require the property owner to pay off the remaining balance when the property is sold or refinanced. The remaining debt may affect the amount a new buyer can borrow when financing the property purchase. It is the responsibility of the property owner to contact the property owner's home insurance provider to determine whether the efficiency improvement to be financed by the PACE assessment is covered by the property owner's insurance plan. For more information on the PACE financing programs, go to: <https://pacenation.us/pace-programs/#California>

THIS PROPERTY IS NOT PARTICIPATING IN A PACE PROGRAM

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TAX SUMMARY

ANNUAL TAXES, LIENS, AND ASSESSMENTS CURRENTLY LEVIED AGAINST THE PROPERTY AND INCLUDED ON THE TAX BILL

Basic Property Taxes:

Agency / Contact	District / Benefit	Levy Amount
County of San Diego	Basic 1% Levy	\$5501.31
County of San Diego (877) 829-4732	General	

Voter Approved Taxes:

Agency / Contact	District / Benefit	Levy Amount
County of San Diego	Voter Approved Debt	\$1264.31
County of San Diego (877) 829-4732	General	

Mello-Roos Community Facilities Special Tax Lien(s):

NONE

Improvement Bond Act of 1915 Lien Assessment(s):

NONE

Other Direct Assessments:

Agency / Contact	District / Benefit	Levy Amount
Metropolitan Water District of Southern California	Standby Charge	\$11.50
Metropolitan Water District of Southern California (213) 217-6000	Water & Sewer Service	
San Diego County Water Authority	Water Availability Standby Charge	\$10.00
San Diego County Water Authority (619) 682-4100	Water & Sewer Service	
County of San Diego	Vector Disease Control	\$5.86
County of San Diego (877) 829-4732	Vector Disease Control	
County of San Diego	Mosquito Surveillance	\$3.00
County of San Diego (877) 829-4732	Mosquito Surveillance	

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PROPERTY TAX DESCRIPTIONS

Basic Property Taxes

The Basic Levy is the primary property tax charge levied by the County on behalf of government agencies. As a result of the passage of Proposition 13 in 1978 (Article XIII A of the California State Constitution), the basic levy is limited to one percent (1%) of the property's net assessed value. Proceeds from this tax are divided by the County and used to help fund nearly every function the state, county, city and other local municipal agencies provide. All other charges that appear on the tax bill vary by district and county.

Voter Approved Taxes

Voter Approved Debt are taxes levied on a parcel that is calculated based on the assessed value of the parcel. Taxes may include those taxes that were approved by voters before the passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax may be formed by a local government (a city, county, special district, etc) in order to finance specific facilities and/or services and cannot be used for general purposes.

Other Direct Assessments

In addition to the items discussed in the previous sections, real property may be subject to Other Direct Assessments. These assessments may appear on the annual property tax bill. Increases or modifications to these assessments are subject to public notice/hearing requirements (as governed by law) and require a vote by the legal property owners or the registered voters in the area. Additional information is available by contacting the agency actually levying the assessment.

Future Taxes

There may be possible future taxes not listed in this report. Future taxes are Bond Initiatives and Levies which have been approved by qualified voters in an authorized election, but have not yet been levied on the tax bills. Due to the fact that they have not yet appeared on any tax bills, these taxes are not shown on this report.

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SUPPLEMENTAL TAX ESTIMATOR

This worksheet is provided for you as a convenience to allow you to **estimate** the potential supplemental property tax amount on a given property and whether you will receive one or two Supplemental Tax Bills. Depending on the date your escrow closes you will receive either one or two Supplemental Tax Bills which are in addition to your regular annual secured property taxes and must be paid separately. **Supplemental Tax Bills are not paid in escrow and are not impounded by your mortgage lender.** This worksheet is an estimate and is for your planning purposes only. This Supplemental Tax amount estimate is based on the 2020-2021 secured roll valuation and does not take into account other transactions that may have occurred and will impact the future assessed value.

Adobe Reader is suggested for interactive features

Supplemental Tax Estimator		
	Input the Purchase Price of the Property	
-	Current Assessed Value	\$ 550,131.00
=	Taxable Supplemental Assessed Value	
X	Tax Rate	1.23%
=	Estimated Full-Year Supplemental Tax Amount	

Jan - May Close of Escrow - Complete This Section

	Computation Factor for Month of Close (See Table Below)	
X	Estimated Full-Year Supplemental Tax Amount (Computed Above)	
=	Supplemental Tax Bill #1 Amount	
+	Supplemental Tax Bill #2 Amount = Estimated Full-Year Supplemental Tax Amount	
=	Estimated Supplemental Tax Amount	

Jun - Dec Close of Escrow - Complete This Section

	Computation Factor for Month of Close (See Table Below)	
X	Estimated Full-Year Supplemental Tax Amount (Computed Above)	
=	Supplemental Tax Bill Amount	

Computation Factors

Month	Factor	Month	Factor
January	0.4167	July	0.9167
February	0.3333	August	0.8333
March	0.2500	September	0.7500
April	0.1667	October	0.6667
May	0.0833	November	0.5833
June	1.0000	December	0.5000



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PROPERTY TAX ESTIMATOR

The total tax charges listed on the previous pages provide an accurate portrayal of what the property tax charges were for the 2020-2021 tax year at the current assessed value. California law requires the Assessor re -calculate or re-assess the value of real property when it is sold, subdivided or upon the completion of new construction. In coming years, the Ad Valorem (or value based) property tax charges will be assessed based on this new assessed value. It is possible to calculate an **estimate** of what those charges will be using the property tax estimator provided below:

Adobe Reader is suggested for interactive features

Property Tax Estimator		
	Purchase Price of Property	
X	Ad Valorem Tax Rate	1.23%
=	Ad Valorem Tax Amount	
+	Total Direct Assessments	\$ 30.36
=	Total Estimated Taxes	

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ENVIRONMENTAL INFORMATION

IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eighth (1/8) mile radius of the subject property.

ENVIRONMENTAL SITES SUMMARY

Up to 1/8 Mile

1/8 to 1/2 Mile

1/2 to 1 Mile

CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

 U.S. EPA National Priority / Superfund List (NPL)	0	0	0
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 Hazardous Waste Sites with Corrective Action (CORRACTS)	0	0	0
---	---	---	---

 State Priority List (SPL)	1	1	7
---	---	---	---


CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

 Treatment, Storage, Disposal and Generators (TSDG)	0	11	
--	---	----	--


 Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)	0	0	
--	---	---	--

 No Further Remedial Action Planned (NFRAP)	0	0	
--	---	---	--

 Leaking Underground Storage Tanks (LUST)	0	0	
--	---	---	--

 Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	0	
---	---	---	--

CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

 Registered Underground Storage tank(s) (UST)	0		
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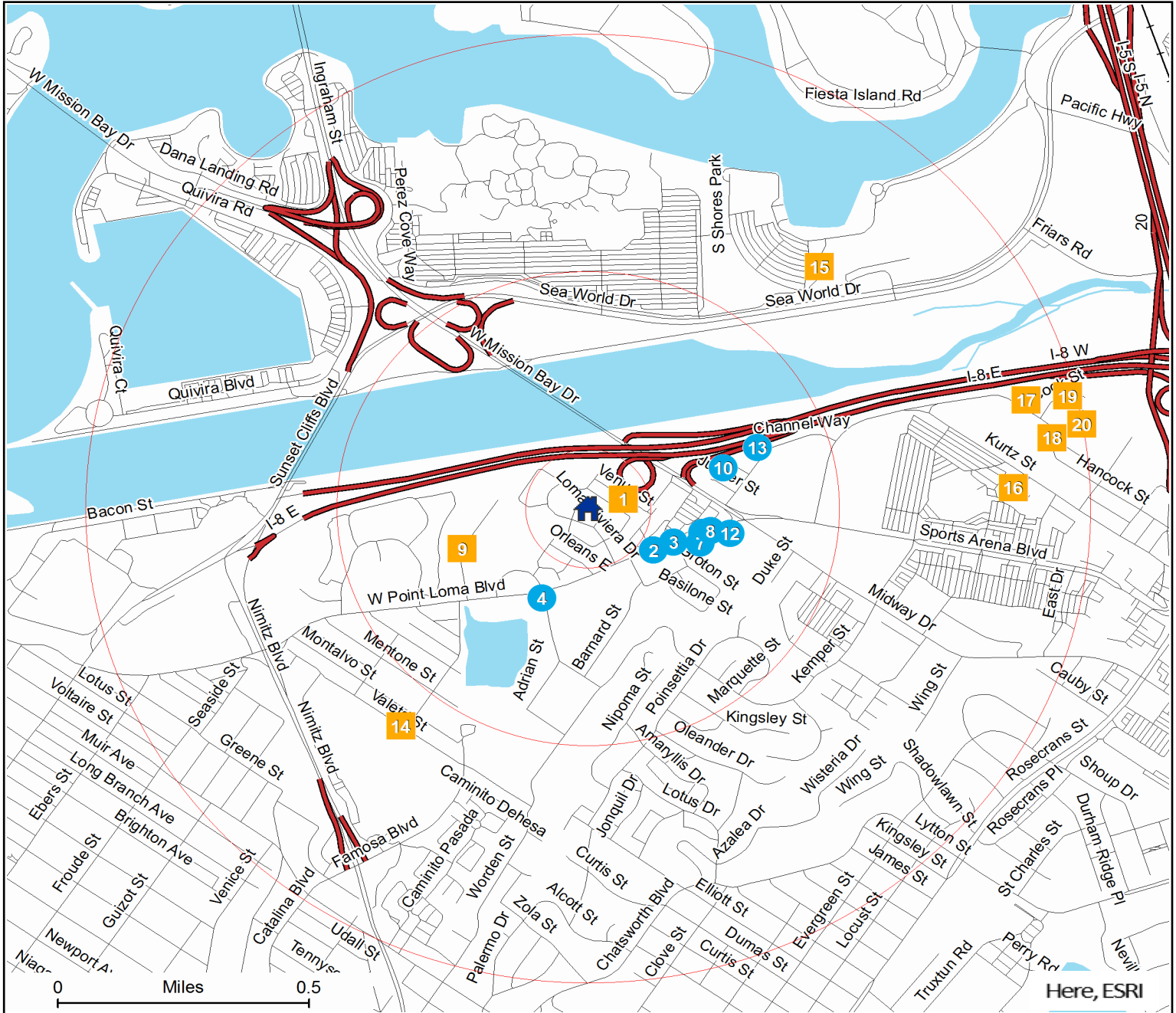
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Environmental Sites



Category A: Sites with Known Environmental Concerns

Category B: Sites with Potential Environmental Concerns

Category C: Sites with Registered Underground Storage Tanks



This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

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Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

STATE PRIORITY LIST SITES (SPL)

Record ID#	1	Distance/Direction:	0.07 miles E
Site Name:	LA DE OFFICE & YD S D		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
Record ID#	9	Distance/Direction:	0.26 miles W
Site Name:	DYKE - SAN DIEGO HBR		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
Record ID#	14	Distance/Direction:	0.59 miles SW
Site Name:	CORREIA MIDDLE SCHOOL		
Address:	4302 VALETA STREET SAN DIEGO, CA 92107		
Status:	CERTIFIED / OPERATION & MAINTENANCE		
Record ID#	15	Distance/Direction:	0.69 miles NE
Site Name:	RAD STATION L-6 MIS BCH		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
Record ID#	16	Distance/Direction:	0.85 miles E
Site Name:	TRUCK TERMINAL		
Address:	3495 KURTS STREET SAN DIEGO, CA 92110		
Status:	REFER: 1248 LOCAL AGENCY		
Record ID#	17	Distance/Direction:	0.9 miles E
Site Name:	SACKETT & PENDLEBURY BOAT BUILDERS		
Address:	3630 HANCOCK ST. SAN DIEGO, CA 92110		
Status:	REFER: OTHER AGENCY		
Record ID#	18	Distance/Direction:	0.94 miles E
Site Name:	PHOTIC OF SAN DIEGO		
Address:	3515 HANCOCK STREET SAN DIEGO, CA 92110		
Status:	INACTIVE - NEEDS EVALUATION		
Record ID#	19	Distance/Direction:	0.98 miles E
Site Name:	SAN DIEGO GUN TOWER #3		
Address:	SAN DIEGO, CA 0		
Status:	INACTIVE - NEEDS EVALUATION		
Record ID#	20	Distance/Direction:	1 miles E
Site Name:	BURKE CO.		
Address:	3870 HOUSTON SAN DIEGO, CA 92110		
Status:	NO FURTHER ACTION		

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Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

Record ID#	2	Distance/Direction:	0.16 miles SE
Site Name:	LOMA RIVIERA UNOCAL 76		
Address:	4049 WT PT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	3	Distance/Direction:	0.18 miles SE
Site Name:	MR BEST CLEANERS		
Address:	4013 W POINT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	4	Distance/Direction:	0.21 miles SW
Site Name:	SHELL SERVICE STATION - 121238		
Address:	4201 W POINT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	5	Distance/Direction:	0.23 miles E
Site Name:	ONE DAY CLEANERS		
Address:	3960 W POINT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	6	Distance/Direction:	0.23 miles E
Site Name:	ONE DAY CLEANERS		
Address:	3960 W PT LOMA BLVD SAN DIEGO, CA 92106		
Record ID#	7	Distance/Direction:	0.24 miles E
Site Name:	MR BEST CLEANERS		
Address:	4013 W POINT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	8	Distance/Direction:	0.25 miles E
Site Name:	ONE HOUR PHOTOS		
Address:	3944 W POINT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	10	Distance/Direction:	0.28 miles E
Site Name:	GERMAN AUTOWERKSTATT		
Address:	4015 LA SALLE ST SAN DIEGO, CA 92110		
Record ID#	11	Distance/Direction:	0.29 miles E
Site Name:	ONE DAY CLEANERS		
Address:	3960 W PT LOMA BLVD SAN DIEGO, CA 92106		
Record ID#	12	Distance/Direction:	0.29 miles E
Site Name:	ONE DAY CLEANERS		
Address:	3960 W POINT LOMA BLVD SAN DIEGO, CA 92110		
Record ID#	13	Distance/Direction:	0.36 miles E
Site Name:	AUTO ABILITY		
Address:	3945 WESTERN K SAN DIEGO, CA 92110		

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)

NONE

NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)

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NONE

LEAKING UNDERGROUND STORAGE TANK SITES (LUST)

NONE

SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)

NONE

Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

Refer to the pages following the site records for contact information.

REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)

NONE

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EXPLANATION OF DATABASES RESEARCHED

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

Category A: Sites With Known Environmental Concerns

U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <https://www.epa.gov/superfund/search-superfund-sites-where-you-live>.

Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: <https://enviro.epa.gov/facts/rcrainfo/search.html>.

State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

Category B: Sites With Potential Environmental Concerns

Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <https://echo.epa.gov/facilities/facility-search>.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit:

<https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>.

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No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <https://www.epa.gov/superfund/list-8r-archived-site-inventory>.

Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <https://www2.calrecycle.ca.gov/Search/> or <https://geotracker.waterboards.ca.gov/search.asp>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True>.

Category C: Sites With Registered Underground Storage Tanks

Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit: <https://geotracker.waterboards.ca.gov/search.asp>.

Potential Status Field Definitions:

Abandoned: A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

Absorbed: An operational status used only when existing facilities (permitted facilities) are being combined into a single.

Active: Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

ACW (Asbestos Containing Waste) Disposal Site: A solid waste landfill that accepts asbestos containing waste.

Backlog: Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and/or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

Border Zone/Haz Waste Property (BZP/HWP): Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

Case Closed: The Regional Board and the Local Agency have determined that no further work is necessary at the site.

Certified: Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

Certified Operation & Maintenance: Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.

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Clean closed: A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

Closed: A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

Closing: A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

Completed - Case Closed: A closure letter or other formal closure decision document has been issued for the site.

Completed - Case Closed/No Monitoring: A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

Excluded: A waste tire site that does not meet the definition of a major or minor waste tire facility.

Deleted: Deleted from the Final NPL.

Final: Currently on the Final NPL.

Hazardous Waste Border Zone Property (HWP/BZP): Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

Hazardous Waste Disposal Land Use (NOT BZP/HWP): Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

Inactive - Action Required: Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

Inactive - Needs Evaluation: Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

No Action Required: Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

No Further Action: Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

Non-Operating: A Treatment, Storage, Disposal or Transfer Facility (TSDTF) with no operating hazardous waste management unit(s).

Non-Operating Permit: A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit(s). This could be a post-closure permit.

Not Currently Regulated: Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

Not Proposed: Not on the NPL.

Not Reported: The status was not reported by the Lead Agency.

Open - Assessment & Interim Remedial Action: An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

Open - Eligible for Closure: Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

Open - Inactive: No regulatory oversight activities are being conducted by the Lead Agency.

Open - Remediation: An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

Open - Closed/with Monitoring: A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

Open - Closing/with Monitoring: A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

Open - Inactive: A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

Open - Operating: A land disposal site that is accepting waste.

Open - Proposed: A land disposal site that is in the process of undergoing the permit process from several agencies.

Open - Site Assessment: Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

Open - Verification Monitoring: Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

Operating: A Treatment, Storage, Disposal or Transfer (TSDTF) Facility with an operating hazardous waste management unit(s).

Part of NPL: Site is Part of a NPL Site.

Permitted: Indicates that a facility or site held a solid waste facility permit.

Planned: A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting waste.

Pollution Characterization: The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and/or ground water.

Post Remedial Action Monitoring: Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.

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Pre-Title 27 CAI - Open/With Monitoring: A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

Pre-Title 27 CAI - Closed/With Monitoring: A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

Pre-Title 27 CAI - Closed/No Monitoring: A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

Pre-Title 27 CAI - Completed - Case Closed/No Monitoring: A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to water quality.

Preliminary Endangerment Assessment: An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

Preliminary Site Assessment Underway: Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

Preliminary Site Assessment Work Plan Submitted: A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of contaminated soil.

Proposed: Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

Referred: 1248 Local Agency: Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

Referred: EPA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

Referred: IWMB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

Referred: Other Agency: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

Referred: RCRA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

Referred: RWQCB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

Remedial Action: Implementation of corrective action plan.

Remediation Plan: A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

Removed: Removed from Proposed NPL

Reopen Previously Closed Case: Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

Revoked: Permit has been taken back (nullified) by the enforcement agency.

Surrendered: The voluntary relinquishment of a permit by the operator to the enforcement agency.

Suspended: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

To Be Determined: There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

Unknown - Insufficient Information.

Unpermitted: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

Voluntary Cleanup: Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Un-Locatable Sites

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If seller or seller's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the buyer and buyer's agent.

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NOTICES AND ADVISORIES

TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1102.6 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee".

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6e requires the seller to notify the buyer of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure. Civil Code Section 1102.6e requires the seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

How to Determine the Existence of a Transfer Fee. If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly seller should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the tax collector. If you have any question concerning this matter, please call your local tax collector's office."

TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) - A mold that may be found in water-damaged homes
- Fungi - and Indoor Air Quality
- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings
- Biological Pollutants in Your Home

<https://www.cdph.ca.gov/Programs/CCDCPHP/DEODC/EHLB/IAQ/Pages/Mold.aspx>; <https://www.epa.gov/mold/>

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GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the buyer(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about 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 <https://pvnpm.phmsa.dot.gov/PublicViewer/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines and other underground utility infrastructures may be available from local pipeline operators such as:

PG&E: <https://www.pge.com/pipelineplanning/>, San Diego Gas & Electric: <https://sdge.com/safety/gas-safety/natural-gas-safety-map>, Sacramento Municipal Utilities District: <https://www.smud.org/en/In-Our-Community/Safety-Tips/Equipment-and-lines>, Southern California Gas: <https://www.socalgas.com/stay-safe/pipeline-and-storage-safety/natural-gas-pipeline-map>. You may want to contact your local utility provider if they are not listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center (811).

FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the Natural Hazard Disclosure Statement, Federal law {U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. If a seller fails to notify a buyer of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the buyer does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the seller will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX17, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

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ENERGY EFFICIENCY STANDARDS AND DUCT SEALING REQUIREMENTS NOTICE

The Energy Policy and Conservation Act directs the Department of Energy (DOE) to establish minimum efficiency standards for various products, including central air conditioners and heat pumps. On January 1, 2015, the DOE amended the energy conservation standards for residential central air conditioners and heat pumps manufactured for sale in the United States to be manufactured with an energy rating of 14 SEER (SEER, Seasonal Energy Efficiency Ratio, is the measurement of energy efficiency for the cooling performance of central air conditioners and heat pumps). Homeowners are not required to replace or upgrade existing central air conditioning units or heat pumps to comply with the new standards. Disclosure Source recommends that the potential buyer of the subject property verify the SEER rating of the central air conditioning or heat pump system through a professional such as a home inspector or through the California Home Energy Efficiency Rating Services. This agency, a home energy rating provider, is a non-profit organization that promotes energy efficiency through comprehensive analyses of homes. Additional information may be found at:

https://www.eere.energy.gov/buildings/appliance_standards/residential/central_ac_hp.html or at www.cheers.org

Additionally, beginning October 1, 2005, and with subsequent revisions to the California building energy efficiency standards, the California Energy Commission ("CEC") outlined new duct sealing requirements which require the home's ducts tested for leaks when the central air conditioner or furnace is installed or replaced. Ducts that leak 15 percent or more must be repaired to reduce the leaks. After your contractor tests and fixes the ducts, you need to have an approved third-party field verifier check to make sure the duct testing and sealing was done properly. Duct sealing is generally not required in the following situations: 1) duct systems that are documented to have been previously sealed as confirmed through field verification and diagnostic testing; 2) when systems have less than 40 feet of ductwork in unconditioned spaces like attics, garages, crawlspaces, basements or outside the building, or 3) when ducts are constructed, insulated or sealed with asbestos. There also are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. You also should know that any contractor failing to obtain a required building permit and failing to test and repair your ducts is violating the law and exposing you to additional costs and liability. Real estate law requires you to disclose to potential buyers and appraisers whether or not you obtained required permits for work done on your house. If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and you may have to pay penalty permit fees and fines prior to selling your home. According to the CEC, these duct sealing requirements apply when the following are replaced: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil, or the furnace heat exchanger. Several cities and counties have adopted more stringent building energy standards. You can find a list of the cities and counties and a link to the modified standards on the CEC's Local Ordinances page: <https://www.energy.ca.gov/title24/2016standards/ordinances/> and <https://www.energy.ca.gov/title24/2019standards/>. More information may also be found at www.energy.ca.gov/title24/.

GOVERNMENTAL GUIDE: "WHAT IS YOUR HOME ENERGY RATING?" PUBLISHED BY THE CALIFORNIA ENERGY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING THE CALIFORNIA HOME ENERGY RATING SYSTEM (HERS) PROGRAM. IT IS AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS HOMEENERGYRATING.ASPX](https://www.disclosuresource.com/downloads/homeenergyrating.aspx)

WATER-CONSERVING PLUMBING FIXTURE NOTICE

The seller of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective buyer that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures as defined in subdivision(c) of Section 1101.3.

Further, on and after January 1, 2019, a seller of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective buyer, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

SOLAR ENERGY SYSTEMS NOTICE

On and after January 1, 2018, a seller of residential real property within a common interest development shall disclose to the prospective buyer(s) the existence of any solar energy system owned by the seller and the related responsibilities of the owner according to California Civil Code Section 4746. The owner and each successive owner is required to maintain a homeowner liability coverage policy at all times and to provide the homeowner's association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter. The owner and each successive owner of the solar energy system is responsible for the costs of damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system. Further, the owner and each successive owner of the solar energy system is responsible for the costs of maintenance, repair, and replacement of the solar energy system until it has been removed and for the restoration of the common area, exclusive use common area, or separate interests after removal. The new owner will be responsible for the same disclosures mentioned above to subsequent buyers.

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WILDFIRE MITIGATION: HOME HARDENING AND DEFENSIBLE SPACE NOTICE (AB 38)

Pursuant to California Civil Code Section 1102.6f, the seller of residential real property that is located in a high or very high fire hazard severity zone, 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, shall provide the following information to the buyer, if the home was constructed before January 1, 2010:

"This home is located in a high or very high fire hazard severity zone and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home. To better protect your home from wildfire, you might need to consider improvements. 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>."

Seller should also disclose which of the listed features, if any, exist on the property that may make the home vulnerable to wildfire and flying embers: a) eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant, b) roof coverings made of untreated wood shingles or shakes, c) combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck, d) single pane or nontempered glass windows, e) loose or missing bird stopping or roof flashing, f) rain gutters without metal or noncombustible gutter covers.

If, pursuant to Section 51182 of the Government Code, the seller has obtained a final inspection report described in that section, the seller shall provide to the buyer a copy of that report or information on where a copy of the report may be obtained.

California Civil Code Section 1102.19 requires the seller, on and after July 1, 2021, to provide to the buyer documentation stating that the property complies with Section 4291 of the Public Resources Code or local vegetation management ordinances. If the local jurisdiction has not enacted an ordinance for an owner of real property to obtain documentation that a property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, the seller shall provide the buyer with the documentation obtained in the six-month period preceding the date the seller enters into a transaction to sell that real property and provide information on the local agency from which a copy of that documentation may be obtained.

If the seller has not obtained documentation of compliance, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance with Section 4291 of the Public Resources Code or local vegetation management ordinance within one year of the close of escrow date.

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

☐ IS ☒ IS NOT located in a high or very high fire hazard severity zone.

Note: Even if the Property is not in either of the zones specified above and subject to the required regulatory disclosure, if the Property is in or near a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, a Seller may choose to disclose because a buyer might consider the information material, even if not mandated by law. Please refer to the C.A.R. Form FHDS provided by the California Association of Realtors for required seller disclosure form.

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REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to buyer(s) of real property of the existence of a registered sex offender database:

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at 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.

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine or fentanyl laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine or Fentanyl Contaminated Property Cleanup Act," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine or fentanyl contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding methamphetamine or fentanyl lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

MILITARY ORDNANCE LOCATION NOTICE

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to:
<https://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx>

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CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT NOTICE

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <https://www.conservation.ca.gov/dlrp/lca>.

MUDSLIDE / DEBRIS FLOW ADVISORY

Wildfires dramatically alter the terrain and ground conditions. Post wildfire rainstorms can produce dangerous flash floods, mudslides, and debris flows. These events are a threat to property located within or along an area which has experienced a recent wildfire.

This advisory is provided to simply inform you about the US Geologic Survey's maps that estimate the probability and volume of debris flow that may be produced by a storm in a recently burned area. They are available at:

[www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?](http://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

[qt-science_center_objects=0#qt-science_center_objects](http://www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?qt-science_center_objects=0#qt-science_center_objects)

There may be additional or updated maps and resources available. To seek further information about possible mudslide and debris flow areas that may affect the property, contact the County Planning Department.

OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Buyer should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the buyer contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit

<https://www.conservation.ca.gov/dog> and <https://www.conservation.ca.gov/dog/Pages/WellFinder.aspx>.

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HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <https://www.wildlife.ca.gov/Conservation/CESA>.

NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the buyer visit the California Department of Conservation, Division of Mines and Geology website for further information and maps at <https://www.conservation.ca.gov/cgs/Pages/HazardousMinerals/asbestos2.aspx>.

RADON ADVISORY

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx>. **The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination.** If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <https://www.epa.gov/radon/find-information-about-local-radon-zones-and-state-contact-information> and <https://www.conservation.ca.gov/cgs/Pages/HazardousMinerals/radon2.aspx>.

GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX](https://www.disclosuresource.com/downloads.aspx) AND [HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS_LEAD.ASPX](https://www.disclosuresource.com/downloads_lead.aspx)

California Residential Disclosure Report

Property Address: 3281 LOMA RIVIERA DR
SAN DIEGO, CA 92110-5511

Parcel Number: 441-660-01-14

Date: 7/16/2021
Order Number: 210715-00376

DISCLAIMERS

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR, OR ORDERED, THE REPORT.

THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE

TERMS AND CONDITIONS

1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to transferor(s)/seller(s), transferee(s)/buyer(s), and their respective agent(s)/broker(s) who access a copy of this Report.

2. Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via <https://www.DisclosureSource.com>

3. No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1103.2(g).

4. Seller's and Seller's Agent's Independent Disclosure Obligations

Seller(s) and their agent(s) are independently required to make certain statutory disclosures of all material facts about the subject property within their actual knowledge. This Report does not alter, change, impact, affect, or replace seller or seller's agent's independent disclosure obligations. Disclosure Source acknowledges that there may be other disclosures required under applicable state law and/or within seller's and seller's agent's actual knowledge, and Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

5. Explanation of Services and Limitations

(a) Statutory and Local/Supplemental Disclosures, Notices and Advisories

The purpose of the Disclosure Report is to assist the Recipient(s) in notifying the prospective buyer whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This Report is not a substitute for a visual or physical inspection of the property or a geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

In order to prepare this Report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act. If the subject property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the Report may indicate that the subject property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this Report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination.

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(b) Tax Information, if included in the report

California Civil Code requires that the seller of certain real property determine from local agencies whether the property is subject to a Mello-Roos Community Facilities Act and Special Tax Assessment, and if so, deliver notice of such special tax assessment(s) to the prospective buyer. The purposes of the Special Tax and Assessment Section are to (a) make preliminary determinations regarding whether secured tax rolls contain Mello Roos Community Facilities District Special Taxes or Improvement Bond Act of 1915 Lien Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code Section 1102.6b.

When preparing the Special Tax and Assessment Section, the Company reviewed county tax records and other official and third party resources to determine whether, according to those records, the property is subject to a Special Tax pursuant to the Mello-Roos Community Facilities Act or a Special Assessment pursuant to the Improvement Bond Act of 1915. Only assessments that were levied against the property at the time the Company obtained the tax records are disclosed. No study of the public records was made by the Company to determine the presence of any other tax or assessment. Items not yet levied on the tax bill, items not appearing on the tax bill because the current owner has applied for an available exemption, supplemental taxes, unsecured property taxes, and items removed from the tax bill due to a pending judicial foreclosure suit may not be reflected on this Report. The amount of the levy, ending year, and other tax information may be subject to change in the future. Tax information can vary from property to property. The tax and assessment information in this Report is for the specific time frame and property referenced and may not be used for other properties. The Company is not responsible for any changes that may occur. In some instances, (including some condos, mobile homes, and new subdivisions), the tax roll data disclosed may represent the amount assessed for an entire parcel prior to subdivision of said parcel.

This Report and the above explanation of Special Tax and Assessments are intended to be general in nature and is not a substitute for a tax bill, title report or title insurance and may not be relied upon as such. If detailed information is desired, the Company recommends contacting the agency that administers the Special Tax and Assessment or retaining a professional consultant. The Company believes that the information and data contained in this Report is correct but we do not guarantee the accuracy of County records or the records of Bond Administrators from which this information is based, or accept liability for future tax payments in the event the information is inaccurate, incomplete or outdated. The assessed levy amounts listed are provided by the Tax Collector's office and are accurate based on the levies listed in the identified tax record as of the beginning of the identified tax year. No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, unless specifically described in the Report. The applicable county tax assessor/collector updates their Tax Assessment frequently and the Company updates their Tax Assessment information yearly. If your decision to purchase this property is based in part on information contained in this Report, the Company recommends you contact the County Tax Collector's office and the Bond Administrators to verify its accuracy.

(c) Environmental Information, if included in the report

The environmental information (including reference aids) assist the seller(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the Report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

6. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient(s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

7. Limitation of Liability

(a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) on the date of delivery of this Report to Recipient(s).

(b) Disclosure Source expressly excludes from liability any disclosures or information (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or risk to any humans or other living things which may be associated in way with any of the disclosed hazards.

(c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.

(d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.

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(e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.

(f) Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference between the amount paid for the property and the fair market value of the property as of the date of the Report, if and only if such difference is caused by the error or omission.

(g) Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

8. FEMA Flood Determination

This Report may include a FEMA Flood Determination Certificate provided by a third-party. If such a certificate is included, Disclosure Source makes no representation or determination, or offers any opinion, as to whether flood insurance is required, whether private or offered as part of a government program, or any representation or determination of the cost of any such insurance.

9. Report Is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation.

10. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

11. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, # 400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

12. Governing Law

These Terms and Conditions, and any Recipient's use of the Report, shall be governed by, and construed in accordance with, the laws of the State of California.

13. Resolution of Disputes (Arbitration or Small Claims)

MANDATORY ARBITRATION. This provision constitutes an agreement to arbitrate disputes on an individual basis. **Any party may bring an individual action in small claims court instead of pursuing arbitration.**

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosures, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including any claim that all or any part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

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CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in *any* forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to *any* person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

14. Severability

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

15. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient(s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.