

Disclosures:3925 Orinda Dr. San Mateo, CA 94403

The attached documents are enclosed for your review to be presented with your offer.

If you have any questions please do not hesitate to call

RE/MAX STAR PROPERTIES – STEVE MOGAVERO

650-377-4888

- 1) Transfer Disclosure Statement
- 2) Agent Visual Inspection Disclosure
- 3) Seller Property Questionnaire
- 4) Residential Earthquake Disclosure
- 5) FIRPTA
- 6) PRDS Advisory Regarding Claims History
- 7) Representation of More Than One Seller/Buyer
- 8) Smoke/Water/Carbon Disclosures
- 9) Lead Base Paint Disclosure
- 10) Public School Disclosure
- 11) RE/MAX Star Disclosure
- 12) Mold Disclosure
- 13) Mold/Allergen Disclosure
- 14) Chapter VI Mold Rcpt.
- 15) Permission to Examine County Records
- 16) Environmental Hazard Booklet Rcpt
- 17) Statewide Buyer/Seller Advisory
- 18) San Mateo County Advisory
- 19) JCP Summary Pages (full report under separate link)
- 20) Homeguard Termite Report dated 04/02/15
- 21) Homeguard Property Report dated 04/02/15
- 22) Homeguard Roof Report dated 04/02/15
- 23) Chicago Title Preliminary Report

The Undersigned has Received, Read and Understands the Disclosures/Reports addressed above:

Buyer **Date**

Buyer **Date**

Buyer's Agent **Date**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Mateo, COUNTY OF San Mateo, STATE OF CALIFORNIA, DESCRIBED AS 3925 Orinda Dr, San Mateo. 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) . IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

Seller ☒ is ☐ is not occupying the Home.

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

- ☒ Range
☒ Oven
☒ Microwave
☒ Dishwasher
☐ Trash Compactor
☒ Garbage Disposal
☒ Washer/Dryer Hookups
☒ Rain Gutters
☐ Burglar Alarms
☒ Carbon Monoxide Device(s)
☒ Smoke Detector(s)
☐ Fire Alarm
☐ TV Antenna
☒ Satellite Dish
☐ Intercom
☒ Central Heating
☒ Central Air Conditioning
☐ Evaporator Cooler(s)
- Exhaust Fan(s) in Kitchen/entry
☐ Gas Starter
☐ Other:
- ☐ Wall/Window Air Conditioning
☒ Sprinklers
☒ Public Sewer System
☐ Septic Tank
☐ Sump Pump
☐ Water Softener
☒ Patio/Decking
☐ Built-in Barbecue
☐ Gazebo
☐ Security Gate(s)
☒ Garage:
☒ Attached ☐ Not Attached
☐ Carport
☒ Automatic Garage Door Opener(s)
☐ Number Remote Controls 2
☐ Sauna
☐ Hot Tub/Spa:
☐ Locking Safety Cover
- 220-Volt Wiring in Kitchen, garage
☐ Roof(s): Type: composition
- ☐ Pool:
☐ Child Resistant Barrier
☐ Pool/Spa Heater:
☐ Gas ☐ Solar ☐ Electric
☒ Water Heater:
☒ Gas ☐ Solar ☐ Electric
☒ Water Supply:
☒ City ☐ Well
☐ Private Utility or
☐ Other _____
☒ Gas Supply:
☒ Utility ☐ Bottled (Tank)
☒ Window Screens
☐ Window Security Bars
☐ Quick Release Mechanism on
 Bedroom Windows
☐ Water-Conserving Plumbing Fixtures
- Fireplace(s) in Family Room
 Age: 18+ (approx.)

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): (1) Top over issue

(*see note on page 2)

Buyer's Initials () ()

Seller's Initials (LG) (S.D.L)

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TDS REVISED 4/14 (PAGE 1 OF 3)

Reviewed by _____ Date _____

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)



Property Address: 3925 Orinda Dr, San Mateo,

Date: 8/9/2019

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 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 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

Fences are included in the "common"

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 (LC) (AS)

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by _____ Date _____

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

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Untitled



Property Address: 3925 Orinda Dr, San Mateo,

Date: _____

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

Seller Len Griffin Date 3-29-15
Seller Sharon Griffin Date 3/29/15

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Re/Max Star Properties
(Please Print)

By Steve Mongavero
(Associate Licensee or Broker Signature)

Date 3/29/15

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 _____
(Associate Licensee or Broker Signature)

Date _____

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

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

Seller Len Griffin Date 3/29/15 Buyer _____ Date _____
Seller Sharon Griffin Date 3/29/15 Buyer _____ Date _____

Agent (Broker Representing Seller) Re/Max Star Properties
(Please Print)

By Steve Mongavero
(Associate Licensee or Broker Signature)

Date 3/29/15

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

By _____
(Associate Licensee or Broker Signature)

Date _____

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

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

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Reviewed by _____ Date _____



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 11/13)

This inspection disclosure concerns the residential property situated in the City of San Mateo, County of San Mateo, State of California, described as 3925 Orinda 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) Re/Max Star Properties

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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AVID REVISED 11/13 (PAGE 1 OF 3)

Reviewed by _____ Date _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

3925 Orinda Dr
Property Address: San Mateo

Date: 04/03/2015

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

Inspection Performed By (Real Estate Broker Firm Name) Re/Max Star Properties

Inspection Date/Time: 9:00 AM Weather conditions: Clear

Other persons present: Jella

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

Entry (excluding common areas):

Living Room:

Dining Room:

Kitchen:

Other Room:

Hall/Stairs (excluding common areas):

Bedroom #

Bedroom #

Bedroom #

Bath#

Bath#

Bath#

Other Room:

Buyer's Initials () ()

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AVID REVISED 11/13 (PAGE 2 OF 3)

Seller's Initials () ()

Reviewed by _____ Date _____



3925 Orinda Dr
Property Address: San Mateo

Date:

04/03/2017

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

Other Room:

porch room behind master bedroom

Other:

laundry hookups fill in garage

Other:

Other:

Garage/Parking (excluding common areas):

Exterior Building and Yard -Front/Sides/Back:

clear

Other Observed or Known Conditions Not Specified Above:

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

Real Estate Broker (Firm who performed the inspection)

By Steve Mograver
(Signature of Associate Licensee or Broker)

Date

04/03/17

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

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

SELLER

Len Griffin

Date

SELLER

Sharon Griffin

Date

BUYER

Date

BUYER

Date

Real Estate Broker (Firm Representing Seller)

Re/Max Star Properties

By Steve Mograver
(Associate Licensee or Broker Signature)

Date

04/03/2017

Real Estate Broker (Firm Representing Buyer)

By _____
(Associate Licensee or Broker Signature)

Date

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AVID REVISED 11/13 (PAGE 3 OF 3)

Reviewed by

Date





SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 11/13)

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 or when no TDS is required.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as
3925 Orinda Dr, Assessor's Parcel No. 040-195-160,

situated in San Mateo, County of San Mateo California ("Property").

II. The following are representations made by the 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.

III. 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.

IV. 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.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

1. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
3. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
4. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
5. Whether the Property is affected by a nuisance created by an "industrial use" zone. ☐ Yes ☒ No
6. Whether the Property is located within 1 mile of a former federal or state ordnance location. ☐ Yes ☒ No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. ☐ Yes ☒ No
8. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
9. Matters affecting title of the Property ☐ Yes ☒ No
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation, or ☐ (if checked) see attached;

B. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

1. Any alterations, modifications, remodeling, replacements or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No
2. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No

Buyer's Initials () ()

Seller's Initials (LG) (AG)

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Reviewed by _____ Date _____



SPQ REVISED 11/13 (PAGE 1 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Property Address: 3925 Orinda Dr, San Mateo,

Date: _____

3. Any part of the Property being painted within the past 12 months. ☐ Yes ☒ No
4. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule. ☒ Yes ☐ No

Explanation: _____

C. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

1. 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
2. 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
3. An alternative septic system on or serving the Property. ☐ Yes ☒ No

Explanation: _____

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

1. 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: _____

E. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

1. 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
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or Affecting the Property ☐ Yes ☒ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

Explanation: _____

F. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

1. Pets on or in the Property ☒ Yes ☐ No
2. Problems with livestock, wildlife, insects or pests on or in the Property ☐ Yes ☒ No
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
4. 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: _____

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

1. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
2. 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 () ()
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Seller's Initials (LG) (SPQ)

SPQ REVISED 11/13 (PAGE 2 OF 4)

Reviewed by _____ Date _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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Untitled



Property Address: 3925 Orinda Dr , San Mateo ,

Date: 3/29/201

☐ Yes ☒ No

3. Use of any neighboring property by you

Explanation:

H. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No
2. 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
3. An operational pool heater on the Property ☐ Yes ☒ No
4. An operational spa heater on the Property ☐ Yes ☒ No
5. 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:

I. CONDOMINIUMS, COMMON INTEREST AND DEVELOPMENTS AND OTHER SUBDIVISIONS:

ARE YOU (SELLER) AWARE OF...

1. 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
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the property ☐ Yes ☒ No
3. 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:

J. TITLE, OWNERSHIP AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

1. Any other person or entity on title other than Seller(s) signing this form ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
3. 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
4. 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

Explanation:

K. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

1. 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:

Buyer's Initials () ()

Seller's Initials (LG) (AGJ)



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

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
4. 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
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
6. 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
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No

Explanation: _____

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

1. 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. ☐ Yes ☒ No
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. ☐ Yes ☒ No
3. 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: We added onto the 1st bedroom, bath, laundry room, family room, dining room, enlarged kitchen, central heating & air conditioning, sewer line replaced w/ 2 1/2" w/vent, roof, patio paved, front porch & drive way redone, brand new banister across the house, all plumbing over hauled, double pane windows throughout

VI. ☐ (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 Len Griffin Date 3/29/15Seller Sharon Griffin Date 3/29/15

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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Reviewed by _____ Date _____



RESIDENTIAL EARTHQUAKE HAZARDS REPORT

(REFER TO SECTION 8897.5 ET.SEQ., CALIFORNIA GOVERNMENT CODE)

NAME Len Griffin & Sharon Griffin	ASSESSOR'S PARCEL No. 040-195-160
STREET ADDRESS 3925 Orinda Dr	YEAR BUILT 1950
CITY AND COUNTY San Mateo San Mateo	ZIP CODE 94403

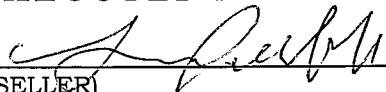
Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't know." if your house does not have the feature, answer "Doesn't Apply." The page numbers in the right hand column indicate where you can find information on each of these features in the "Homeowner's Guide to Earthquake Safety" booklet.

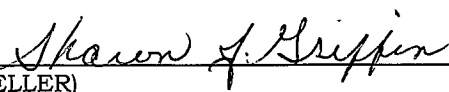
	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	☒	☐	☐	☐	3
2. Is the house anchored or bolted to the foundation?	☐	☐	☐	☒	4
3. If the house has cripple walls:					
- Are the exterior cripple walls braced?	☐	☐	☒	☐	5
- If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☒	☐	6
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☒	☐	7
5. If the house is built on a hillside, answer the following:					
- Are the exterior tall foundation walls braced?	☐	☐	☒	☐	8
- Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	☐	☐	☒	☐	9
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	☐	☐	☒	☐	10
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	☐	☐	☐	☒	19
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	☐	☐	☐	☒	19

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

As Seller of the property described herein, I (we) have answered the questions above to the best of my (our) knowledge in an effort to disclose fully any potential earthquake weakness it may have.

EXECUTED BY


(SELLER)


(SELLER)

3/29/15
(DATE)

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

I (We) have received a copy of the booklet "Homeowner's Guide to Earthquake Safety & Environmental Hazards" which combines "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants", "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" from the Broker(s) in this transaction.

(BUYER)

(BUYER)

(DATE)



SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS (FIRPTA) AND CALIFORNIA TAX WITHHOLDING STATUS

Revision Date 5/06



Federal law (IRC § 1445) and California law (Revenue & Taxation Code § 18662, for California properties) mandate the withholding of certain percentages of real estate proceeds, depending on citizenship and/or on the nature and status of the transferor, transferee and the subject property. **Since responses are required by law to be given under penalty of perjury, care must be used in the completion of this form. Tax and/or legal advisors should be consulted as to any questions or uncertainties in regard thereto.**

Property: 3925 Orinda Dr, San Mateo CA 94403 (the "Property")

Identity of Seller/Transferor: (Each seller/transferor on title must prepare and sign *a separate copy of this form* unless seller/transferor is a married couple and has the same federal and state exempt status, in which case couple can complete and sign one form.)

A. Printed name: Len Griffin

B. Printed name: Sharon Griffin

Telephone number: _____

Address: _____

(Business, trust and estate entities: please enter office address)

Social Security No(s): A. _____ B. _____
(Business, trust and estate entities: please enter Federal Tax ID no, and Calif. Corp. no.)

1. **FEDERAL CLAIM AND DECLARATION OF EXEMPT STATUS:** The Transferor is exempt under the Foreign Investment in Real Property Tax Act from federal tax withholding for the reason checked below:

- ☒ Transferor is an individual person who is not a "foreign person" (not a nonresident alien) under federal law. See IRC § 1445.
☐ Transferor is a domestic (or is legally entitled to treatment as a domestic) corporation, partnership, limited liability company, trust, estate or other entity as defined and described in applicable provisions of the Internal Revenue Code and Internal Revenue Regulations.

2. **CALIFORNIA CLAIM AND DECLARATION OF EXEMPT STATUS:** The Transferor is exempt under Revenue & Taxation Code § 18662 from California tax withholding for the reason checked below:

Transferor is an individual or is a revocable (grantor) trust, and: (Note: FTB Form 593-C maybe required for some exemptions)

- ☐ The last use of the Property was as Transferor's principal residence, irrespective of the length of time it was so used.
☒ The Property otherwise qualifies (per IRC § 121) as Transferor's principal residence.
☐ The Property is to be exchanged (IRC § 1031) for like-kind property. (Note: any recognized gain requires withholding).
☐ The Property has been compulsorily or involuntarily converted (per IRC § 1033) and Transferor intends to acquire property similar or related in use for non-recognition of gain for California tax purposes under IRC § 1033.
☐ Sale of the Property will result in a loss for California income tax purposes.

Transferor is an exempt business, trust or estate entity as follows: (Note: FTB Form 593-W may be required for some exemptions)
By signing on behalf of one of the following entities, signatory warrants that he/she does so with full and complete authority

- ☐ Transferor is a corporation organized and qualified under California law, and maintains a permanent place of business in California.
☐ Transferor is a bank acting as fiduciary for a trust, or is a partnership or LLC (per California and federal tax law).
☐ Transferor is tax-exempt under federal or California law, or is an insurance company, IRA or qualified pension or profit sharing plan.
☐ The Property was decedent's principal residence (per IRC § 121).

3. **Non-applicable transactions** include acquisition by way of a foreclosed trust deed or mortgage or a deed in lieu of foreclosure. Federal tax withholding requirements cited herein apply only to properties with sales prices over \$300,000; California tax withholding requirements cited herein do not apply to properties with sales prices \$100,000 or less.

The undersigned Transferor declares under penalty of perjury that the forgoing information is correct. If none of the above exemptions is applicable, then withholding may be required. Please declare exemption status under both **Federal** (Paragraph 1 above) and **California** (Paragraph 2 above) provisions.

Transferor's signature

Len Griffin

Printed name (and, where applicable, signature authority)

Date

Transferor's signature

Sharon Griffin

Printed name (and, where applicable, signature authority)

Date

3/29/15

Buyer acknowledges receipt of a completed and signed copy of this document (which should be retained with tax records for five years).

Date

Buyer

Buyer



**PRDS ADVISORY AND SELLER DISCLOSURE OF
HOMEOWNERS' INSURANCE COVERAGE AND CLAIMS HISTORY**



Property: 3925 Orinda Dr , San Mateo CA 94403

BUYER ADVISORY RE HOMEOWNERS' INSURANCE COVERAGE

The availability of homeowners' insurance (i.e., policies of insurance providing fire and other casualty and loss coverage for residential properties) is neither constant nor certain, particularly at insurance premium rates homeowners might ordinarily expect. In many cases, even large, national insurance carriers impose significant restrictions, limitations or preconditions as to insurance policies they are willing to offer a prospective home purchaser; in some instances those carriers may decline to offer any coverage at all. Reasons for this vary, and can include insurance industry concerns relating to the physical condition and attributes of a particular property, the history of claims made against the property, and even generalized concerns over the number and magnitude of claims made statewide for injury and/or loss relating to toxic mold, fire, flood and other conditions and events.

Even the number, magnitude and frequency of insurance claims *made by a prospective purchaser* (and, occasionally, even the purchaser's credit rating) might be viewed by an insurance carrier as a basis or reason for declining to provide homeowners' coverage.

Buyer is advised that lenders almost always require homeowners' insurance coverage to actually be in place before funding of the home loan. Buyer is further advised of the importance of Buyer's contacting a reputable insurance broker and making full and early inquiry as to the availability of insurance coverage on the subject Property, and as to Buyer as a prospective insured.

SELLER CLAIMS HISTORY QUESTIONNAIRE

Seller responds as indicated to the following insurance-related inquiries:

- I. Within the past five years have you or, to your knowledge, has any prior owner, made any claim (or otherwise given an insurance carrier notice of any loss or damage) relating to any plumbing leak or other water release, any water intrusion (including roof, window or siding leak), or other property damage, personal injury, or any other matter, against a homeowner's insurance policy (i.e., fire and/or other residential property and personal casualty policy) covering the Property? ☐ Yes ☒ No

If "Yes," please identify the following *as to each claim* (use additional pages, if necessary):

- a) name of the claimant _____
- b) insurance company and policy number _____
- c) approximate date of the claim _____
- d) nature of the claim, and how resolved, if known _____

2. Within the past five years has, to your knowledge, any insurance company refused to issue to you or renew for you a homeowner's insurance policy covering the Property? ☐ Yes ☒ No

If "Yes," please indicate the following (use additional pages, if necessary):

- a) approximate date of such refusal _____
- b) the insurance company involved _____
- c) the basis of the refusal, if known _____

3. Has your lender ever required that you carry flood and/or earthquake insurance on the Property? ☐ Yes ☒ No

If "Yes," please explain below.

Additional Explanations:

Date: 3-29-15 Date: _____

Seller: [Signature] Buyer: _____

Seller: Sharon J. Griffin Buyer: _____



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

(C.A.R. Form PRBS, 11/14)

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

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

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

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

In the event of dual agency, seller and buyer agree that: **(a)** Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; **(b)** Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and **(c)** other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

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

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

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

Seller Len Griffin Date 3/29/15
Seller Sharon Griffin Date 3/29/15
Buyer _____ Date _____
Buyer _____ Date _____
Real Estate Broker (Firm) Re/Max Star Properties CalBRE Lic # 01811140 Date 3
By Steve Mongavero CalBRE Lic # 00992473 Date 3
Real Estate Broker (Firm) _____ CalBRE Lic # _____ Date _____
By _____ CalBRE Lic # _____ Date _____

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PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

RE/MAX Star Properties 282 Redwood Shores Pkwy. Redwood City, CA 94065
RE/MAX Star Properties Chopoff

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 650.802.5800 Fax: 650.802.5900

Untitled

Reviewed by _____ Date _____



**WATER HEATER AND SMOKE DETECTOR
STATEMENT OF COMPLIANCE**
(C.A.R. Form WHSD, Revised 11/10)

Property Address: 3925 Orinda Dr., San Mateo,

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

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

Seller/Landlord	<u>[Signature]</u>	<u>Len Griffin</u>	<u>Len g r i f f i n</u>	Date <u>3/29/15</u>
	(Signature)	(Print Name)		
Seller/Landlord	<u>[Signature]</u>	<u>Sharon Griffin</u>	<u>Sharon g r i f f i n</u>	Date <u>3/29/15</u>
	(Signature)	(Print Name)		

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant	_____	Date _____
	(Signature)	(Print Name)
Buyer/Tenant	_____	Date _____
	(Signature)	(Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

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

Seller/Landlord	<u>[Signature]</u>	<u>Len Griffin</u>	<u>Len g r i f f i n</u>	Date <u>3/29/15</u>
	(Signature)	(Print Name)		
Seller/Landlord	<u>[Signature]</u>	<u>Sharon Griffin</u>	<u>Sharon g r i f f i n</u>	Date <u>3/29/15</u>
	(Signature)	(Print Name)		

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

Buyer/Tenant	_____	Date _____
	(Signature)	(Print Name)
Buyer/Tenant	_____	Date _____
	(Signature)	(Print Name)

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Reviewed by _____ Date _____





CARBON MONOXIDE DETECTOR NOTICE
(C.A.R. Form CMD, 4/12)

Property Address: 3925 Orinda Dr , San Mateo ,

1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

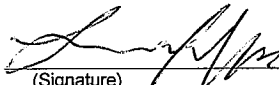
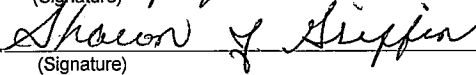
- A. Requirements:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon 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.
- B. 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.

2. 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 Mobile home 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.

3. 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.

4. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that 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 Carbon Monoxide Detector Notice.

Seller/Landlord		<u>Len Griffin</u>	Date	<u>3/29/15</u>
	(Signature)	(Print Name)		
Seller/Landlord		<u>Sharon Griffin</u>	Date	<u>3/29/15</u>
	(Signature)	(Print Name)		
Buyer/Tenant	_____	_____	Date	_____
	(Signature)	(Print Name)		
Buyer/Tenant	_____	_____	Date	_____
	(Signature)	(Print Name)		

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CMD 4/12 (PAGE 1 OF 1)

CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)



**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:
3925 Orinda Dr, San Mateo, ("Property") in
which _____ is referred to as Buyer or
Tenant and Len Griffin, Sharon Griffin 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:

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

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

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

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

Len Griffin
Seller or Landlord Sharon Griffin
Seller or Landlord

3-29-15
Date
3/29/15
Date

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

Reviewed by _____ Date _____



FLD REVISED 11/10 (PAGE 1 OF 2)

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

RE/MAX Star Properties 282 Redwood Shores Pkwy. Redwood City, CA 94065
RE/MAX Star Properties Chopoff

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 650.802.5800 Fax: 650.802.5900

Untitled

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.

Re/Max Star Properties

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

By

Associate-Licensee or Broker Signature
Steve Mongavero

Date

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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RE/MAX Star Properties * 282 Redwood Shores Pkwy., Redwood Shores, CA 94065

Public Disclosure Impacted Schools

Due to the State of California's mandated reduction of public school classroom size and a simultaneous increase in the numbers of school age children, some of the schools in San Mateo County are impacted and cannot accept new students. Therefore, there is no guarantee that a student will be accepted for attendance in the proximate neighborhood school.

Buyers are advised to consult directly with the appropriate school district office to determine the availability of classroom space in the neighborhood of interest.

[Signature] 3/29/15
Seller Date
Sharon J. [Signature] 3/29/15
Seller Date

3-29-15
Buyer Date
3/29/15
Buyer Date

School District Phone Numbers

Belmont School District.....	650-593-8203
Burlingame K-8.....	650-259-3800
Hillsborough K-8.....	650-342-5193
Jefferson School District (Daly City).....	650-991-1000
Menlo Park School District.....	650-321-7140
Millbrae School District.....	650-697-5693
Palo Alto Unified School District.....	650-329-3700
Redwood City School District.....	650-423-2200
San Bruno Park School District.....	650-624-3100
San Mateo/Foster City K-8.....	650-312-7700 x7715
San Mateo High School District.....	650-696-0297
Belmont School District.....	650-593-8203
Redwood City School District.....	650-423-2200
San Carlos School District.....	650-508-7300
Sequoia Union High School Dist.....	650-369-1411
South San Francisco Unified.....	650-877-8700
Menlo Park School District.....	650-321-7140
Palo Alto Unified School District.....	650-329-3700

Property Address: 3925 Orinda Dr , San Mateo CA 94403

RE/MAX STAR PROPERTIES DISCLOSURE

The following list of professionals; inspector and inspection companies have been compiled as a customer service to aid Buyers in exercising their inspection rights. Generally, a purchase contract will give the buyer the right, at their expense, to select licensed contractors or other qualified professional to inspect and investigate the condition of property; including, but not limited to, structural, geological, plumbing, heating, electrical, built-in appliances, roof(s), heating and air conditioning systems, pool/spa, well, septic tank/sewer, and survey. Buyers are encouraged to secure any and all inspections that they deem necessary to satisfy their concerns about the condition of the property and not rely on the disclosure provided by the sellers' and/or the real estate professionals.

PROPERTY INSPECTIONS

Chad Hooker Property Inspections	650-726-2859
National Building Inspectors (NBI)	925-935-6115
Preferred Property Inspections (Bill Crook)	650-593-8699
Horizon Real Estate Service/Jerry Pickering	650-726-7981
Inspectech Services of LandAmerica	800-285-3001
Homeguard Incorporated	650-961-1900
REIG	800-900-1239
Other _____	() _____

PEST INSPECTIONS

Coastside Termite & Pest Control	650-726-6757
JK Control	415-468-2002
A&R Termite	650-347-9512(SM)/650-967-8898(MV) 650-494-3655(PA)?650-877-0818(SSF)
Premiere Termite	650-726-7756
Western Exterminator Company	800-937-8393
Homeguard	650-961-1900
Matt Outtman	650-369-7776/650-222-2166
Cook & Associates	415-468-1212

INSPECTION INFORMATION

<u>Type of Inspection</u>	<u>Approximate Cost</u>	<u>Purpose of Inspection</u>
Structural Pest Control	\$250 to \$350	To identify existing or potential pest, dry rot, fungus and other structure threatening infestation or conditions. The initial inspection fee covers only those areas, which are accessible to the inspector. Inspections of inaccessible areas cost more and are subject to an estimate by the inspector. These inspectors must be licensed and can give estimates to correct noted problems, can make the suggested repairs and/or can certify that the work has been completed.
Pool	\$200 to \$350	Check general condition of pool.
Roof	\$150 to \$250	Check general roof condition including wear and tear. Upon request, the inspector can check for water tightness.
General House	\$450 to \$650	Identify material defects in the essential components of a property based upon a noninvasive physical inspection. There is no licensing requirement for someone to be a home inspector. These inspectors may not give estimate to correct noted problems nor can the inspector perform any of the repairs.
Structural Engineer	\$350 to \$600	Check structure of the house for setting, condition of foundation and possibly drainage issues.
Soils Engineer	Varies Greatly	Analyze soil quality, test soil for fill, bedrock, general suitability for foundation and drainage. Price of inspection depends upon the scope of the inspection.

Inspections can be performed before there is a purchase contract but are usually requested and performed during inspection contingency specified in the purchase contract. The purchase contract will control which inspections are obtained and who is required to pay for these inspections. Many inspectors recommend additional inspections and buyers are advised to seriously obtain all recommended additional inspections to satisfy themselves as to the condition of the property. It is the responsibility of the buyer to decide what inspections shall be conducted and who will conduct those inspections.

The undersigned buyer(s) acknowledge receipt of this form and the attached list of recommended inspectors. This list of professionals is being provided as a customer service. The real estate broker does not make any guarantees or warranties of any kind with respect to the service provided by any of these other professionals. You should investigate these professionals carefully before making your selection. You are free to choose any of these professionals or you can retain someone else who is not on the list.

We recommend you always obtain an independent general home inspection as well as surveys and inspections in specialized areas beyond the scope of the general home inspection.

Note: Because we are one of the busiest real estate offices in the area, one of our agents may be showing the property you like to other buyers. Your agent will try to let you know if this is occurring, but we can't guarantee that your agent will be aware of it.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Subject Property: **3925 Orinda Dr , San Mateo CA 94403**

Date: 3/29/15

Seller(s) initials: LG, Agus

MOLD DISCLOSURE

There has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Not all molds are detectable by a visual inspection by a REALTOR or even a professional home inspector or inspectors. It is also possible that the property could have a hidden mold problem that the seller is not aware of or cannot be found by a simple visual inspection of the property.

The only way to provide any reasonable assurance that the property does not have a mold or other health hazard problems is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores and a carpet test, but other procedures may be necessary or desirable. Any visible mold should be professionally evaluated.

Broker advises that buyers should consider having a specific mold test performed by an environmental professional as either a separate test or an add-on to their other house inspections. This is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the property since most molds thrive on moisture.

All inspections, including those to detect mold, should be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of a buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of Broker.

Broker has not and cannot verify whether or not there is any health hazard at the property. Broker strongly recommends that you consult with a mold expert and that you personally discuss with the expert the (a) costs, (b) nature, and (c) extent of tests which you desire the expert to perform. It is particularly important to have such a consultation when there is a purchase or sale of real property. For further information, please contact the California Department of Health Services at (916) 255-3618.

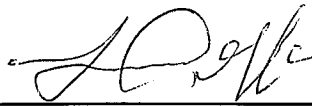
Property Address: 3925 Orinda Dr., San Mateo CA 94403

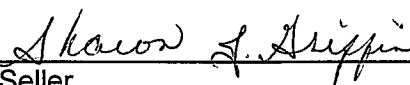
Buyer

Date

Buyer

Date

 3-29-15
Seller Date

 3/29/15
Seller Date



PRDS® MOLD / ALLERGEN ADVISORY



Property: **3925 Orinda Dr , San Mateo CA 94403**

Buyer is advised of the possible presence within residential and other properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or other allergens (e.g., dust, pet dander, insect material, etc.). These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possibly serious health consequences (contact the California Department of Health Services [(510) 540-2469] for further information on this topic).

Accordingly, Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to:

- Inspect and test for the presence of harmful botanical and other allergens and substances as part of Buyer's physical condition inspection of the Property and
- Advise Buyer regarding level of health-related risk involved and the advisability and feasibility of eradication and abatement.

Buyer is advised that, since the time necessary to accomplish such testing could (depending on the nature and extent of testing) involve lengthier time frames than parties to a purchase contract typically allocate for the property condition contingency, Buyer may wish to propose, among Buyer's requested purchase contract terms, a contingency period sufficient to accommodate the completion of such tests.

Buyer is expressly cautioned as to the very limited and uncertain capabilities of Buyer, Seller, brokers and general property inspection services in recognizing and detecting the existence of such molds and other allergens and botanical substances.

Date: _____

Date: 3/29/15

Buyer

[Signature]
Seller

Buyer

Sharon J. Griffin
Seller

CHAPTER VI

MOLD

What are molds?

Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source – any organic material, such as leaves, wood, paper, or dirt— and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Sometimes, new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air.

How am I exposed to indoor molds?

Everyone is exposed to some mold on a daily basis without evident harm. It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources. Mold spores primarily cause health problems when they are present in large numbers and people inhale many of them. This occurs primarily when there is active mold growth within home, office or school where people live or work. People can also be exposed to mold by touching contaminated materials and by eating contaminated foods. Molds will grow and multiply whenever conditions are right—sufficient moisture is available and organic material is present. The following are common sources of indoor moisture that may lead to mold problems:

- Flooding
- Leaky roofs
- Sprinkler spray hitting the house
- Plumbing leaks
- Overflow from sinks or sewers
- Damp basement or crawl space
- Steam from shower or cooking
- Humidifiers
- Wet clothes drying indoors or clothes dryers exhausting indoors

Warping floors and discoloration of walls and ceilings can be indications of moisture problems. Condensation on windows or walls is also an important indication, **but it can sometimes be caused by an indoor combustion problem!** Have fuel-burning appliances routinely inspected by your local utility or a professional heating contractor.

Should I be concerned about mold in my home?

Yes, if indoor mold contamination is extensive, it can cause very high and persistent airborne spore exposures. Persons exposed to high spore levels can become sensitized and develop allergies to the mold or other health problems. Mold growth can damage your furnishings, such as carpets, sofas and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structural elements in your home.

What symptoms are commonly seen with mold exposure?

Molds produce health effects through inflammation, allergy, or infection. Allergic reactions (often referred to as hay fever) are most common following mold exposure. Typical symptoms that mold-exposed persons report (alone or in combination) include:

- Respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- Nasal and sinus congestion
- Eye irritation (burning, watery, or reddened eyes)

These documents are available on the Internet, or at no cost from:

California Department of Health Services
Environmental Health Investigation Branch
2151 Berkeley Way (EHLB)
Berkeley, CA 94704
Telephone: (510) 622-4500
Web: www.dhs.ca.gov/ehib/

- ***General Information Molds, Toxic Molds, and Indoor Air Quality***

This document is available on the Internet at www.cal-iaq.org/MOLD

- ***Biological Pollutants in Your Home***

This document is available at no cost from:

U.S. Environmental Protection Agency
IAQ Information Clearinghouse
Telephone: (800) 438-4318
Web: www.epa.gov

- ***Repairing Your Flooded Home***

This publication is available on the Internet or at no cost from:

American Red Cross
8928 Volunteer Lane
Sacramento, CA 95826
Telephone: (916) 368-3131
Web: www.redcross.org

Assistance

For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.

There will be a significant difference in the approach used for a small mold problem – total area affected is less than 10 ft² – and a large contamination problem – more than 100 ft². In the case of a relatively small area, the homeowner using personal protective equipment can handle the cleanup. However, for much larger areas, choose an experienced, professional contractor. For medium cases, the type of containment and personal protection equipment to be used will be a matter of judgment.

General Cleanup Procedures

- Identify and eliminate sources of moisture
- Identify and assess the magnitude and area of mold contamination
- Clean and dry moldy areas – use containment of affected areas
- Bag and dispose of all material that may have moldy residues, such as rags, paper, leaves, and debris.

Clean up should begin after the moisture source is fixed and excess water has been removed. Wear gloves when handling moldy materials. **Spores are more easily released when moldy materials dry out, so it is advisable to remove moldy items as soon as possible.** Detailed cleanup procedures are available in the California Department of Health Services Indoor Air Quality Section fact sheet entitled, “Mold in My Home: What Do I Do?” It is available on the Internet at www.dhs-iaq.org or by calling the (510) 540-2476.

How can I prevent indoor mold problems in my home?

Inspect your home regularly for the indications and sources of indoor moisture and mold. Take steps to eliminate sources of water as quickly as possible. If a leak or flooding occurs, it is essential to act quickly:

- Stop the source of leak or flooding.
- Remove excess water with mops or wet vacuum.
- Move wet items to a dry, well ventilated area. Move rugs and pull up wet carpet as soon as possible.
- Open closet and cabinet doors and move furniture away from walls to increase circulation.
- Run portable fans to increase air circulation. Do NOT use the home’s central blower if flooding has occurred in it or in any of the ducts. Do NOT use fans if mold may have already started to grow — more than 48 hours since flooding.
- Run dehumidifiers and window air conditioners to lower humidity.
- Do NOT turn up the heat or use heaters in confined areas, as higher temperatures increase the rate of mold growth.
- If water has soaked inside the walls, it may be necessary to open wall cavities, remove baseboards, and/or pry open wall paneling.

Publications

- ***Mold in My Home: What Do I Do?***

This document is available on the Internet, or at no cost from:

California Department of Health Services
Indoor Air Quality Section
2151 Berkeley Way (EHLB)
Berkeley, CA 94704
Telephone: (510) 622-4500
Web: www.dhs-iaq.ca.gov

- ***Health Effects of Toxin-Producing Molds in California***
- ***Stachybotrys chartarum (atra) — a mold that may be found in water-damaged homes***
- ***Fungi and Indoor Air Quality***
- ***Misinterpretation of Stachybotrys Serology***

- Dry, hacking cough
- Nose or throat irritation
- Skin rashes or irritation

Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their cause is not understood.

How much mold can make me sick?

For some people, a relatively small number of mold spores can trigger an asthma attack or lead to other health problems. For other persons, symptoms may occur only when exposure levels are much higher. Nonetheless, indoor mold growth is unsanitary and undesirable. Basically, if you can see or smell mold inside your home, take steps to identify and eliminate the excess moisture and to cleanup and remove the mold.

Are some molds more hazardous than others?

Allergic persons vary in their sensitivities to mold, both as to the amount and the types to which they react. In addition to their allergic properties, certain types of molds, such as *Stachybotrys chartarum*, may produce compounds that have toxic properties, which are called mycotoxins. Mycotoxins are not always produced, and whether a mold produces mycotoxins while growing in a building depends on what the mold is growing on, conditions such as temperature, pH, humidity or other unknown factors. When mycotoxins are present, they occur in both living and dead mold spores and may be present in materials that have become contaminated with molds. While *Stachybotrys* is growing, a wet slime layer covers its spores, preventing them from becoming airborne. However, when the mold dies and dries up, air currents or physical handling can cause spores to become airborne.

At present there is no environmental test to determine whether *Stachybotrys* growth found in buildings is producing toxins. There is also no blood or urine test that can establish if an individual has been exposed to *Stachybotrys chartarum* spores or its toxins.

How can I tell if I have mold in my house?

You may suspect that you have mold if you see discolored patches or cottony or speckled growth on walls or furniture or if you smell an earthy or musty odor. You also may suspect mold contamination if mold-allergic individuals experience some of the symptoms listed above when in the house. Evidence of past or ongoing water damage should also trigger more thorough inspection. You may find mold growth underneath water-damaged surfaces or behind walls, floors or ceilings.

Should I test my home for mold?

The California Department of Health Services does not recommend testing as a first step to determine if you have a mold problem. Reliable air sampling for mold can be expensive and requires expertise and equipment that is not available to the general public. Owners of individual private homes and apartments generally will need to pay a contractor to carry out such sampling, because insurance companies and public health agencies seldom provide this service. Mold inspection and cleanup is usually considered a housekeeping task that is the responsibility of homeowner or landlord, as are roof and plumbing repairs, house cleaning, and yard maintenance.

Another reason the health department does not recommend testing for mold contamination is that there are few available standards for judging what is an acceptable quantity of mold. In all locations, there is some level of airborne mold outdoors. If sampling is carried out in a home, an outdoor air sample also must be collected at the same time as the indoor samples, to provide a baseline measurement. Because individual susceptibility varies so greatly, sampling is at best a general guide.

The simplest way to deal with a suspicion of mold contamination is, if you can see or smell mold, you likely have a problem and should take the steps outlined below. Mold growth is likely to recur unless the source of moisture that is allowing mold to grow is removed and the contaminated area is cleaned.

Assessing the Size of a Mold Contamination Problem

(Sellers)

Receipt for C.A.R. Publication

Instructions: Receipt to be used in conjunction with the C.A.R. combined Environmental Hazards and Homeowners Guide to Earthquake Safety. Make sure the Mold Chapter is inserted in the combined booklet.

To Whom It May Concern: I have received a copy of the Mold Chapter as well as the full "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," which includes the federal Lead booklet and the "Homeowners Guide to Earthquake Safety."

Property Address: 3925 Orinda Dr , San Mateo CA 94403

Date 3-29-15 Time _____ (signature) Len Griffin
(printed name)

Date 3/29/15 Time _____ (signature) Sharon Griffin
name) (printed)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-14 (Lead-based paint and lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

Receipt for C.A.R. Publication

Instructions: Receipt to be used in conjunction with the C.A.R. Environmental Hazards booklet only. Make sure the Mold Chapter is inserted in the hazards booklet.

To Whom It May Concern: I have received a copy of the four (4) page Mold Chapter as well as the full "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," which includes the federal Lead booklet.

Property Address: 3925 Orinda Dr , San Mateo CA 94403

Date _____ Time _____ (signature) _____ (printed name)

Date _____ Time _____ (signature) _____ (printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-14 (Lead-based paint and lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

(Buyers)

**PERMISSION TO EXAMINE
GOVERNMENT AND/OR COUNTY RECORDS**

To Whom it May Concern:

The bearer of this document, original or copy, has my permission, as the owner of the parcel(s) described below to, examine, photograph, copy, or duplicate any or all of the documents, permits, applications, inspections, plans, reports, appeals, or any other material contained in the government, county, or any other agencies files, public or private, concerned with this property.

Property Address: 3925 Orinda Dr

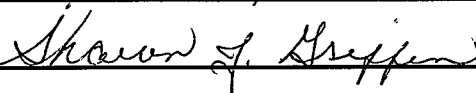
City San Mateo **State** CA **Zip Code** 94403

AP#(s) 040-195-160

Owner's Name (Print): Len Griffin & Sharon Griffin

Seller's

Signature:  **Date:** 3-29-15

Signature:  **Date:** 3/29/15

Received by (Print): q

Buyers _____

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety (with gas shut-off valve update)* which includes the *Federal Lead booklet* and *Toxic Mold Update*:

☐ Helpful ☐ Clearly written

☐ Too detailed ☐ Confusing

☐ Not detailed enough

☐ The booklet helped me to locate earthquake weaknesses in my home. ☐ I have strengthened my home to resist earthquakes.

☐ I plan to fix my home's earthquake weaknesses.

☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was. **1950**

Comments: _____

We Want To Hear From You!

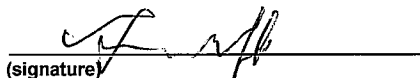
California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento; California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update.

Property Address: **3925 Orinda Dr , San Mateo CA 94403**

Date 2-1-13 Time _____

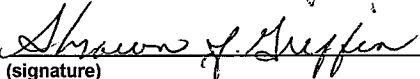
(signature)



Len Griffin
(printed name)

Date 3/29/13 Time _____

(signature)



Sharon Griffin
(printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

Official C.A.R. ® Publication 1/04

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update.

Property Address: **3925 Orinda Dr , San Mateo CA 94403**

Date _____ Time _____

(signature)

(printed name)

Date _____ Time _____

(signature)

(printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

Official C.A.R. ® Publication 1/04



CALIFORNIA
ASSOCIATION
OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Addenda May Be Attached to This Advisory. See Paragraph 52)
(C.A.R. Form SBSA, Revised 11/13)

3925 Orinda Dr

Property Address San Mateo,

Date March 25, 2015

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.
- 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 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.
- The terms of the purchase 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.

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.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

1. 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 have expertise in these areas. 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.

Buyer's Initials (_____) (_____)

Seller's Initials (LE) (AS)

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Reviewed by _____ Date _____

SBSA REVISED 11/13 (PAGE 1 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)



2. 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. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

3. 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. Brokers do not have expertise in this area. 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.

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. Brokers do not have expertise in this area. 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).

5. 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. 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. Brokers do not have expertise in this area. 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."

6. 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. Buyer and Seller are advised to consult an appropriate professional.

Buyer's Initials () ()

Seller's Initials (Le) (AK)

Reviewed by _____ Date _____



11. 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.

12. 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. Brokers do not have expertise in this area. 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.

13. 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.

14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

15. 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 Section 4136 and California Government Code Sections 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 of up to \$150.00 per 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

Buyer's Initials (_____) (_____)

Seller's Initials (LB) (SL)

Reviewed by _____ Date _____

SBSA REVISED 11/13 (PAGE 4 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 4 OF 12)

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Untitled

7. 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 investigation period. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

8. 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.

9. 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.

10. 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. Brokers do not have expertise in this area. 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.

Buyer's Initials (_____) (_____)

Seller's Initials (LG) (ASJ)

Reviewed by _____ Date _____



16. 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 Section 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

17. 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.

18. 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. 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 of the Property, its development and size. 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.

19. 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.

20. 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. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). 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. 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.

21. 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

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



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.

22. 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.

23. 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.

24. 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.

25. 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 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. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

26. 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 low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. 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.

27. 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.

Buyer's Initials (_____) (_____)

Seller's Initials (LG) (AF)

Reviewed by _____ Date _____



28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, 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. 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 <http://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.

29. 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 investigation contingency period. Brokers do not have expertise in this area.

30. MARIJUANA 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's medical marijuana law is 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" (http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. 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.

31. 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 SSD). 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

Buyer's Initials () ()

Seller's Initials (LC) (Ad)

Reviewed by _____ Date _____



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 Association Insurance. 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.

32. 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.

33. 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 on 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.

34. 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 Section 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. Brokers do not have expertise in this area.

35. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS: 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 §1353.9. 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. 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. See paragraph 31 for further information regarding insurance. See C.A.R.'s Common Interest Development Basic Information Guide on Epubs in zipForm®6 for further information. Brokers do not have expertise in this area.

36. 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.

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



37. 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 Section 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.

38. 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 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 Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

39. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and 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 during Buyer's inspection contingency period. Brokers do not have expertise in this area.

40. 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.

41. 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.

42. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services 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. 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 Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

43. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 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.

Buyer's Initials () ()

Seller's Initials () ()

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Reviewed by _____ Date _____

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 9 OF 12)

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Untitled

44. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: 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 of Your 'Supplemental' Property Tax Bill" to the Buyer:

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

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax responsibility payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your 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. 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.

45. 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.

46. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445 requires a Buyer to withhold and to remit to the Internal Revenue Service 10% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. 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 Section 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.

47. 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 Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

Buyer's Initials (_____) (_____)

Seller's Initials (LG) (sqw)

Reviewed by _____ Date _____



48. 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.

49. 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.

50. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 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 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 are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

51. DEATH ON THE PROPERTY: California Civil Code Section 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. Section 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.

52. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A. ☐ _____
- B. ☐ _____
- C. ☐ _____
- D. ☐ _____

Buyer's Initials (_____) (_____)

Seller's Initials (LG) (AKM)

Reviewed by _____ Date _____



Property Address: 3925 Orinda Dr , San Mateo ,Date: March 25, 2015

Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

Buyer and Seller are encouraged to read this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory.

BUYER _____ Date _____

BUYER _____ Date _____

(Address) _____

SELLER Len Griffin Date 3/25/15SELLER Sharon Griffin Date 3/25/15

(Address) _____

Real Estate Broker (Selling Firm) _____ Cal BRE Lic. # _____

By _____ Cal BRE Lic.# _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Real Estate Broker (Listing Firm) Re/Max Star Properties Cal BRE Lic. # 01811140By Steve Mongavero Cal BRE Lic.# 00992473 Date _____Address 282 Redwood Shores Pkwy City Redwood City State CA Zip 94065Telephone (650)802-5800 Fax (650)802-5900 Email mogav@msn.com

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 12 OF 12)

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PRDS®
SAN MATEO/SANTA CLARA COUNTIES ADVISORY
 Revision Date 03/11



INTRODUCTION: This Advisory is intended to be used in connection with the purchase and/or sale of real property located within San Mateo or Santa Clara County. PRDS does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of this information in connection with any specific real property transaction. This Advisory was created as of December 15, 2010 and the information in this Advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retro-fit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and/or development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property. Sellers who need help in completing their disclosure obligations, including what to disclose and how to disclose it should consult with their own attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and any Supplemental Seller Disclosure.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory and any issues that are not referenced below that may affect the Buyers' determination of the value or desirability of the Property. Buyers have the right to condition their purchase on conducting such investigations. Buyers should conduct all necessary investigations prior to the Buyers' removal or waiver of any contractual inspection contingencies to avoid owing Sellers any potential damages. Buyers are urged to do all of the following:
 - Carefully read the information contained in any advisories, disclosures, inspections, and/or reports that Buyers receive from any source.
 - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, and/or reports received by Buyers from any source.
 - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies during their inspection contingency period. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

1. EXISTING HOUSING STOCK: Many properties in this area have been built under different building codes. Regardless of the age of the Property, Buyers should have the Property inspected by a competent property inspector and to have any additional inspections that are recommended in any inspection report, or as may be necessary or desired by Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs. Brokers have not verified any of the issues discussed in Paragraph 1.

2. FLOORS AND WALLS: Sellers' personal property may make a visual inspection of floors and walls difficult. The existence of certain types of flooring (such as carpeting and rugs), some wall coverings (such as wallpaper and paneling) and the presence of furniture may prevent Buyers, inspectors and Brokers from fully inspecting the condition of floors and walls. When exposed, these areas may have a different pattern of wear or shade of color. In order for Buyers to determine the actual condition of the floors and walls beneath such coverings, Buyers will need to secure the written authorization of Sellers to conduct investigations with licensed professionals during Buyers' inspection period, if any, since destructive testing may be required.

3. TEMPERED GLASS: Many homes contain glass that IS NOT tempered where tempered glass IS required by building regulations. Buyers should have a contractor identify glass that is not properly tempered during Buyers' inspection period, if any. Buyers should replace any non-tempered glass with tempered glass to reduce the risk of injury.



4. FIREPLACES, WOOD-BURNING APPLIANCES AND SPARK ARRESTORS: If the Property has a fireplace or wood-burning appliance, it may be subject to ordinances that may restrict or prohibit usage. Many cities and towns have enacted or are considering ordinances that may affect existing and future fireplaces or wood-burning appliances at the Property, including but not limited to the need for spark arrestors on chimneys. Buyers should contact all relevant public agencies regarding the applicability of this type of ordinance to Buyers' intended use of the Property.

5. SIZE AND AGE: Any representations regarding square footage, number of rooms, or age of Property improvements that have been obtained from third parties have not been verified by Brokers. Such figures, including those from assessor's records, are only approximations, may not be accurate and should not be relied upon. If square footage, number of rooms or age of the Property is important to Buyers, then Buyers must verify same by hiring an appraiser during Buyers' inspection period, if any.

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

Expansion or remodeling of the dwelling may be restricted or even denied due to the existence of a Septic System. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, expansion, or other changes to the System (e.g., connection to sewer system) which may be expensive. The Septic System may not be in compliance with current or future code requirements and code compliance may be required for any future work done on the Property. Buyers should investigate these issues at appropriate government agencies and with appropriate, licensed professionals (e.g., architects, contractors, engineers) during Buyers' inspection period, if any. For more information about OWTS/Septic System regulations, Buyers should contact the State Water Resources Control Board at (916) 341-5250 and by reviewing the SWRCB's website: <http://www.swrcb.ca.gov/ab885/index.html>.

7. SEWERS AND SEWER LATERALS: A number of public sanitary districts and private sanitary entities serve various communities and some have different rules and regulations regarding fees and costs. Buyers need to determine whether or not the Property is part of such a district and Buyers need to make arrangements with the Seller to transfer any necessary rights to any private sanitary entities. Some sanitary districts and private entities have implemented various requirements, restrictions and costs relating to participation, usage, maintenance, and type of equipment used in connection with sewers, such as sewer lateral clean-outs, backflow prevention devices and drainage into sewer systems. Many cities have enacted ordinances requiring the abatement of sewer laterals (from the building served to the clean out in the city's right of way) which are leaking. Such ordinances require testing and repair of sewer laterals prior to sale under certain circumstances. Testing of the sewer laterals may be required when remodeling or expanding the residence. Buyers should contact the applicable public district or private entity to determine what, if any, action must be taken with respect to sewer systems and sewer laterals.

Even though the Property may be located in a sanitary district or subject to a sewer assessment does not guarantee that any given Property is in fact connected to the sewer system. There may be a separate cost for the installation and connection of the Property to the sewer system and/or other actions that must be taken by Sellers and Buyers to transfer rights. Buyers should retain qualified professionals to evaluate the Property so as to determine the existence and condition of any sewer connections; that evaluation may require a video "scoping" of the system and/or pressure testing.

Brokers have not verified any of the issues discussed in Paragraph 7.

8. WATER AND WELL SYSTEMS: The Property may be served by a well, a spring, public or private water systems, or a combination thereof. Buyers should hire appropriate professionals to determine the water source and have the water system and its components inspected. Water may contain bacteria, chemicals, metal, minerals, and/or may emit odors. The availability, quantity, quality and potability of the water should be tested and some cities require testing of water pressure. Results of such testing may vary by season and may change over time due to geological events and other factors. Any testing and/or inspection of water availability, quantity, quality and/or potability should be conducted by qualified professionals and contacting appropriate governmental agencies. Brokers have not verified any of the issues discussed in Paragraph 8.

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

The Santa Clara Valley Water District manages water resources and provides stewardship for the county's five watersheds, including 10 reservoirs (such as the Anderson Reservoir), hundreds of miles of streams and groundwater basins. The District captures local rainfall in the reservoirs throughout the winter months. Then in the spring and summer, the District makes releases from the reservoirs to replenish the underground water supply. Because the amount of local rainfall cannot be predicted, there is no way to guarantee that any given Reservoir will fill up each winter or that there will be sufficient water for all purposes, including recreation facilities. Brokers are not experts on this topic. Buyers can obtain additional information from the Santa Clara Valley Water District by calling (408) 265-2607 or go to the following website: www.valleywater.org.

9. WATER SHORTAGES AND CONSERVATION: The Property may be subject to water shortages, conservation, usage and other measures, such as water hook-up restrictions and, at various times, rationing including the need to bring in water from outside sources. The policies of local water districts and/or the city or county in which the Property is located can result in limitations on the amount of water available to the Property, restrictions on the use of water, and an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Buyers should contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyers' intended use of the Property. If the Property is serviced by a private well or private water system, 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. Buyer should contact water supply companies for the costs involved.

10. WET WEATHER CONDITIONS: California experiences a wide range of weather conditions and at times has heavier than usual rainfall. During heavy rains, properties may become susceptible to earth movement, drainage problems and/or flooding. Properties which may not have experienced past water intrusion into or under improvements may experience these conditions due to weather-related phenomena. Sellers are obligated to disclose to Buyers those defects or conditions known to Sellers which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the condition of a Property or its improvements caused by unusually wet weather. Buyer should investigate these issues and conditions with licensed geotechnical engineers or other licensed engineers during Buyers' inspection period, if any.

11. WATER INTRUSION: Many homes suffer from water intrusion or leakage. The possible causes of water intrusion are varied, and may include defective construction, faulty grading, deterioration of building materials and absence of waterproofing. Water intrusion can cause serious damage to the Property including but not limited to wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Simply because there is no visual evidence of water intrusion does not mean that such intrusion does not exist. Buyers should have the Property inspected for water intrusion by a licensed professional during Buyers' inspection period, if any.

12. GROUND WATER, NATURAL SPRINGS AND WATER RUNOFF: Some properties have high water tables that can lead to water intrusion problems, intensify mold growth and compromise the stability of soils and/or foundations. High water tables may affect septic systems, wells and the use and enjoyment of the land, particularly during months of heavy rain. Many properties have natural springs and/or rain water runoff issues that may result in standing water, dry rot, flooding, mold, foundation failure or other potential water damage to improvements. Hillside properties or properties with retaining walls may be more susceptible to these issues. Buyers should retain geo-technical engineers and some civil engineers to help evaluate the effect of high water tables on the Property and when necessary consider drainage modifications to protect the structure and improve the value, development, use, and/or enjoyment of the surrounding area. If the Sellers' disclosures, any visual inspection of the Property, or any professional inspection report indicates a past or current water-related issue, Buyers are strongly encouraged to thoroughly investigate the problem, even if it is common to the area to determine its cause and the possible repair cost to rectify the problem with licensed professionals during the Buyers' inspection period, if any. Brokers have not verified any of the issues discussed in Paragraph 12.

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

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

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

15. WOOD DESTROYING PESTS AND ORGANISMS: The presence of wood destroying pests or organisms can cause damage to the structures on the Property. To determine whether such pests or organisms are present, Buyer should have the Property inspected during Buyers' inspection period, if any, by a licensed structural pest control company which will issue a written report separated into two sections: Section 1 will identify areas where current infestation or infection is evident. Section 2 will identify conditions which will likely lead to infestation or infection. The costs for such inspection, and for any repairs, should be agreed upon as part of the Purchase Contract.

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

The Property may be subject to ordinances regulating the maintenance, breeding, number, or type of animals permitted, or other requirements such as spaying or neutering. Homeowner and Common Interest Associations often impose additional restrictions on animals. Buyers should investigate such restrictions during their inspection period, if any. Neighbors may have animals that can cause problems including but not limited to noise or odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property.

California is home to a wide variety of animals, reptiles and insect life, including but not limited to ants, bedbugs, birds, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate. These animals can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the property. Proximity to rural or open space areas increases this likelihood. If these are issues of concern, Buyers should discuss and/or investigate these issues with licensed professionals, including local animal/pest control companies, and/or other appropriate agencies or organizations during Buyers' inspection period, if any.

17. POWER LINES AND POWER PLANTS: Cities and counties receive electrical service through power lines from power plants that may be located in proximity to the Property. The Property may be impacted by an easement for the benefit or use of utilities and/or impacted by the existence of high voltage lines, transformers, other types of power equipment and/or electro-magnetic fields. All areas have experienced power outages caused by various factors at various times. Buyers should investigate the impact that any of these issues may have on the value, development, use, and/or enjoyment of the Property with the local utility, the State Public Utilities Commission and appropriate professionals.

18. UNDERGROUND UTILITIES AND PIPES: Some communities have begun the process of relocating utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments, increased costs for homeowners and temporary disruptions of the neighborhood. Water, natural gas and other types of fuels are delivered to communities through a network of underground pipes that are connected to residential and commercial properties. Some areas have been adversely impacted by disruptions to these underground pipes including but not limited to the destruction of homes. Buyers should investigate these issues with the appropriate municipality and/or Pacific Gas and Electric Company ("PG&E") to determine if the Property is or will be impacted by underground utilities and/or pipes.

19. RE-KEYING: Buyers are advised to re-key all locks upon possession. Alarms, if any, may be leased and should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded.

20. LOT SIZE AND BOUNDARIES: Only a land surveyor can reliably confirm square footage, lot size, property corners and exact boundaries. Representations regarding these items in the Multiple Listing Service, advertisements, computer generated property profiles and data in 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. Brokers have not verified any representations regarding lot size and boundaries. If these issues are material to Buyers, they should not rely on any representations without independently verifying the size and boundary locations by hiring a licensed surveyor to investigate these issues during Buyers' inspection period, if any.

21. SOILS AND GEOLOGIC CONDITIONS: All land in California is subject to settling, slippage, subsidence, earthquakes and other forms of movement. The geologic forces that have shaped California over the eons are still active today. Much of California has expansive or adobe soil which can expand and contract depending upon the amount of water in the soil. Soil expansion and contraction can cause movement or shifting of structures, foundations and the land. Hillside properties are frequently active or potentially active landslide areas which can negatively impact the Property itself and surrounding properties. The Property may be constructed on fill or improperly compacted soil and/or have inadequate drainage capability. Buyers should confirm the legality, enforceability and/or scope of any easements (whether recorded or not) to deal with all surface and ground water with an attorney. Additionally, the Property may have known or unknown mines, mills, caves or wells. Any of these issues can cause structural problems or destruction of improvements on the Property and/or impact the ability to develop the Property. Buyers should retain geo-technical engineers and/or some civil engineers to evaluate soil stability, grading, drainage and other soil conditions of the Property to determine how these forces may affect improvements to the Property, and when necessary consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding area. Buyers should not simply rely on geologists or companies that review governmental maps (see Paragraph 36) For further information, Buyers should contact licensed geo-technical professionals during Buyers' inspection period, if any.

22. EASEMENTS, ENCROACHMENTS, PUBLIC TRAILS, ACCESS RIGHTS, PRIVATE ROADS & MAINTENANCE AGREEMENTS:

Sellers need to disclose all known facts relating to the location, existence, maintenance and/or other obligations of any easement, access right, shared or private road/driveway, shared or private well systems and components, public trails and/or any possible encroachments affecting the Property. Buyers should investigate these issues by having a real estate attorney evaluate all relevant documents, whether recorded or not.

Some communities have created and maintain public trail systems which abut private residences. Trails may be used by pedestrians, bicyclists, horseback riders and other animals; as such, the proximity of public trails may impact the value, development, use and/or enjoyment of the Property.

Only a surveyor can confirm the exact location of easements, trails, shared or private roads/driveways and/or encroachments. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be known by the Sellers or cannot be determined by a survey and/or a title search. Representations regarding these issues in the Multiple Listing Service, advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records.

The use or maintenance of the Property or other property(s) by Sellers or others may or may not establish an actual easement, access right, shared or private road, driveway, maintenance obligation or encroachment. Where no written agreement exists to establish a perceived use or obligation, Buyers should have these issues evaluated by a real estate attorney. Brokers have not verified any representations made by third parties regarding any matters identified in Paragraph 22.

23. VIEWS AND VIEW ORDINANCES: Views from the Property may be affected by weather conditions, future development, growth of trees and vegetation on other properties and the use of any property within the line of sight of the Property. Buyers should review any Covenants, Conditions and Restrictions, government ordinances or regulations, or any other documentation which may impact views. Buyers should also contact neighboring property owners, government agencies, architects and homeowner associations, if any, during Buyers' inspection period, if any, to evaluate any issues that might impact the view. Brokers have not verified the ability to preserve existing views. Some cities and counties have view ordinances to protect existing views which may limit the planting of new trees, restrict the height of trees and limit future construction. Properties that are subject to a view easement may be required to maintain their landscaping so as to prevent any unreasonable obstructions to the views of other property owners. Certain trees that are part of the natural habitat may be exempt from these local ordinances. Often a view property will have recently trimmed trees and shrubs revealing the view; maintaining that view could entail not only trimming foliage on the Property, but may also involve enlisting the cooperation of their neighbors to keep their foliage trimmed, possibly at Buyers' expense. Cities and counties do not often take an active role in these issues; rather they tend to encourage private resolution of such disputes. Each municipality has a slightly different mechanism for handling these situations, and Buyers should review the applicable Municipal or County Code/Ordinance during Buyers' inspection period, if any.

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

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

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

Buyers are strongly urged to investigate the status of all possible nonconforming improvements by reviewing all files maintained by any governmental agencies for the Property including those listed above as well as obtaining the advice of contractors, architects, engineers or other professionals to verify the actual status of all permits, legal requirements and the effect of such requirements on past, current and future use of the Property, its development and size limitations during the Buyers' inspection period, if any. Brokers are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the Property. Brokers have not verified any of the issues detailed in Paragraph 26 and thus cannot determine the ability of Buyers to change or develop the Property.

27. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Various governmental agencies impose limitations and restrictions regarding house size, configuration, design, materials and/or development of the Property. Replacement or repairs of certain systems or remodels of portions of Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increased costs to repair existing features or the inability to make any future repair, replacement, remodel or addition to the property. Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). State regulations require that when installing or replacing HVAC units, duct work must be tested for leaks in some coastal areas. Home warranty policies may not cover such inspections or repairs. For further information on any of these issues, Buyers should obtain the advice of contractors, architects, engineers or other professionals and investigate with the appropriate governmental agency (e.g. building, planning, zoning, environmental health, code enforcement), and/or the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout> during Buyer's inspection period, if any.

Many people use unlicensed repair people to save money. However, using unlicensed repair people may create problems because they may not be qualified to do the work, they may not know all of the legal requirements for performance of that work, they may not have insurance, performance bonds or other means to enable them to financially stand behind the work performed.

Brokers have not verified any of the issues detailed in Paragraph 27 and thus cannot determine the ability of Buyers to change or develop the Property or the quality of work that has or will be performed by any repair people.

28. SMOKE DETECTORS: Some cities or counties may require a smoke detector inspection by a qualified inspector prior to the transfer of title. Fire departments vary from District to District. Sellers and Buyers should contact the appropriate governmental agency and all applicable regulators regarding the type, number and/or location of smoke detectors. Buyers need to determine if an inspection or additional documentation is needed to certify proper installation and operation of the smoke detectors as well as the impact that these issues may have on the value, use, enjoyment or development of the Property.

29. EPA REQUIREMENTS FOR PRE-1978 HOUSING: Beginning October 1, 2010, U.S. Environmental Protection Agency (EPA) regulations require, among other things: (a) that contractors be certified before performing work in homes built before 1978, (b) the use of lead-safe practices and other actions aimed at preventing lead poisoning, and (c) that property owners who wish to renovate, repair, or prepare surfaces for painting in pre-1978 rental housing or space rented by child-care facilities must, before beginning work, also be certified and follow the lead-safe work practices required by EPA's Renovation, Repair and Remodeling rule. For further information, contact the U.S. EPA's Lead Information Center at 1-800-424-LEAD [5323], or go to: <http://www.epa.gov>. See also Paragraph 41 of this Advisory.

30. HISTORICAL DESIGNATION, COASTAL COMMISSION, AND OTHER RESTRICTIONS ON IMPROVEMENTS AND LAND USE: The Property may be designated as a historical landmark, protected by historical conservancy, subject to an architectural or landscaping review process, within the jurisdiction of the California Coastal Commission or other government agency, or subject to a contract preserving use of all or part of the Property for agriculture or open space. Specific structures, sites, trails, roads and natural features may be identified in a General Plan or local Specific Plan as requiring special treatment. If the Property is so designated then there may be restrictions on Buyers' ability to retain existing features of the Property, develop, remodel, improve, build or rebuild any of the structures and/or remove or trim trees or other landscaping. Buyers should investigate these issues during Buyer's inspection period, if any, by contacting the applicable governmental entities.

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

32. RENTAL PROPERTY: Some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of the landlord to terminate a tenancy and the costs to do so. Buyers should investigate the issue with the appropriate governmental authority and/or an attorney during Buyers' inspection period, if any.

33. 1915 BOND AND MELLO-ROOS COMMUNITY AND OTHER FACILITIES DISTRICTS: The Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and/or a levy of a special tax pursuant to a Mello-Roos community facilities or other district. The existence of Mello-Roos and 1915 Bond districts will be reported in a report by a Natural Hazard Disclosure (NHD) company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Sellers or local disclosure. Sellers are generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. The responsibility for prorating or paying taxes and assessments should be determined as part of the negotiations for the Purchase Agreement.

34. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Pursuant to Civil Code § 1102.6(c), Seller or Seller's agent is required to provide the following "Notice of our "Supplemental" Tax Bill" to the Buyer.

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

"The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bill will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

"If you have any questions regarding this matter, please call your Tax Collector's Office."

Although this statutory Supplemental Tax Bill Notice refers to a loan closing as a trigger, it is actually the change of ownership which triggers this reassessment. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. For further information concerning these matters, Buyer should contact the County Assessor or Tax Collector. Parcel and other types of taxes may be added and/or increase over time.

35. FIRPTA/CALIFORNIA WITHHOLDING: Federal law requires Buyers to withhold and remit to the Internal Revenue Service 10% of the purchase price if a Seller is a non-resident alien, unless an exemption applies. Sellers may avoid withholding by providing Buyers with a statement of non-foreign status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number or by having a Qualified Substitute such as the escrow holder, state under penalty of perjury that the Substitute has the required taxpayer identification information. Buyers can also avoid the federal withholding requirement if the Property price is \$300,000 or less and the Buyers sign an affidavit stating that the Buyers intend to occupy the Property as a principal residence.

California law requires that Buyers withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price unless the Sellers sign an affidavit that the Property was the Seller's (or the decedent's if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Buyers and Sellers should seek advice from a CPA, attorney or taxing authority.

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

37. GEOLOGIC HAZARDS: California has experienced earthquakes of varying sizes and frequency. There is always a potential for future earthquakes. Earthquake damage may not be discoverable by Buyer's or Broker's visual inspection. Inspection by a licensed structural engineer is strongly recommended to determine the structural integrity and safety of all improvements on the Property. If the Property is a condominium, or located in a planned unit or common interest development, Buyers should contact the Homeowners' Association regarding earthquake repairs and retrofit work. Buyers are encouraged to obtain and read the pamphlet entitled "The Homeowners Guide to Earthquake Safety." If the home was built prior to 1960, Sellers may be required to complete a questionnaire within that state pamphlet. If the Property was built before 1975 and contains structures built with masonry or precast (tilt up) concrete walls, then Sellers must provide Buyers with a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many

areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for review at city and county planning departments. Buyers should review public maps and reports and/or obtain a geologist's inspection report rather than relying solely on the NHDS (see Paragraph 36). Buyers may be able to obtain earthquake insurance; Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

38. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: California law requires the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones." Affected cities and counties must regulate construction projects within these zones. Improvement of affected properties may be subject to the findings of a geological report prepared by a registered California geologist. However, earthquakes and seismic hazards may occur outside designated zones. For further information, Buyers should make independent inquiries of any research company retained by Sellers (see Paragraph 36) or with appropriate government agencies concerning the use and improvement of the Property during the Buyers' inspection period, if any.

39. FIRE HAZARDS/ZONES: Fires annually cause the destruction of many properties in California. Due to climate and topography, certain areas have higher risks of fires than others and certain fire hazard zones are reported in the NHDS (see Paragraph 36). Certain types of materials used in home construction create a greater risk of fire than others. However, there is a potential for fires even outside designated zones. For further information, Buyers should contact the local fire department as well as Buyers' insurance agent regarding the risk of fires during Buyers' inspection period, if any.

40. FLOOD HAZARDS/ZONES: The National Flood Insurance Program identifies flood plain areas and establishes flood-risk zones within those areas which are shown on the NHDS (see Paragraph 36). That Program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. However, there is potential for flooding even outside designated zones. For further information, Buyers should consult their lender, insurance agent and/or the Federal Emergency Management Agency (FEMA) during Buyers' inspection period, if any.

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

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

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

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

44. GOVERNMENTAL SERVICES: Economic and other political factors may impact the cost, nature and extent of available governmental services including but not limited to law enforcement, fire protection, postal service and/or public works. Buyers should investigate the impact that these issues may have on the value, development, use and enjoyment of the Property during their inspection period, if any. Brokers have not verified the issues in Paragraph 44.

45. SCHOOLS: The neighborhood school(s) normally serving the Property may not have space available in the current or upcoming school years and some schools may be impacted by busing, overcrowding, financial cutbacks, academic achievement difficulties and/or other issues. Each school district has its own rules regarding school assignments and these rules may change at any time with little notice. Buyers should thoroughly investigate these and other issues with local school districts during Buyers' inspection period, if any.

46. NOISE: Noise levels and types of noise that bother one person may be acceptable to others. These include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby industry, neighbors, animals and other causes. The Bay Area is also served by three international airports, several municipal and private airports and Moffett Field. Aircraft fly over virtually all residential areas creating noise levels that vary depending upon the aircraft type, size, altitude, time of flight, weather conditions and on the Property's proximity to flight paths and airports. Local amenities, facilities and services which add to the richness of the community may also produce noise at various times including but not limited to the Shoreline Amphitheater, Paul Masson Winery, Montalvo Center for the Arts, Great America, schools, parks and ball fields. Buyers should visit the Property at various days and times to personally determine noise levels; Buyers should also contact the respective transportation agencies to determine whether potential noise levels are acceptable to Buyers and/or will impact the value, development, use and enjoyment of the Property.

47. FREEWAYS, HIGHWAYS AND STREETS: The ability to travel on public roads varies greatly due to construction, weather, traffic congestion, and other factors such as peak travel times. There are a variety of public and private events and venues that can adversely impact travel during these activities and/or the value, development, use and enjoyment of the Property. Buyers should investigate their transportation needs during their inspection period, if any,

48. TRAINS AND BART: Cal-Train operates commuter trains from San Jose to San Francisco which run daily through and make various stops in Santa Clara and San Mateo Counties. A Union Pacific train also runs between San Jose and Cupertino several times a week. There are also freight trains which operate at various times of day and night in both counties. The Bay Area Rapid Transit district operates trains in multiple counties. The presence of any type of train, their tracks and/or train stations, may create noise, impact local streets and may also impact the value and desirability of some property. Under regulations issued by the Federal Railroad Administration, these trains must produce a distinct, separate, sequential blast at various grade crossings (where a street crosses the tracks) and whenever a train engineer sees a trespasser near the tracks. To comply with those regulations, Cal-Train has temporarily relocated their horns onto the top of the locomotives which has increased the volume and range of the sound. Cal-Train is attempting to balance neighborhood noise concerns with the required safety regulations. The ultimate impact of any type of train on the Property or Buyers is subjective in nature. Buyers are advised to investigate this issue during their inspection period, if any, to determine the potential impact of any of these issues. For more information, go to <http://www.caltrain.org>; <http://www.bart.gov>.

49. HIGH-SPEED RAIL: On November 5, 2008, California voters approved Proposition 1A authorizing funding of a high-speed rail transportation system linking various cities in the State. Both the location of the proposed train system and the possible effect that the construction and operation of that system will have on residential areas has been the subject of concern and debate. Some news reports have indicated that, depending upon the location of the high-speed rail system, it may have a negative effect on some properties in the San Francisco Bay Area. It is anticipated that construction is likely to begin as early as 2011. Precisely what impact, if any, the proposed high-speed rail transportation system will have on the Property or Buyers is unknown either before, during or after construction and is subjective in nature. Brokers are not experts in this area and Buyers are advised to satisfy themselves with regard to this issue during their inspection contingency period. The California High-Speed Rail Authority ("Authority") is the entity that is responsible for planning, constructing and operating that high-speed rail system. Buyers can obtain more information about the proposed high-speed rail system by contacting the Authority or online at <http://www.cahighspeedrail.ca.gov>.

50. INSURANCE: Buyers should consult an insurance broker during Buyers' inspection period, if any, to determine the cost of homeowners' insurance, the types of available coverage and any restrictions that the carrier may impose. Some insurance companies may impose conditions such as complying with retrofit requirements, such as installation of safety glass, fireplace spark arrestors and a gas shut-off valve. (The fact that an insurance company may require these repairs does not necessarily mean that a Seller is obligated to make the repairs required by the insurer.) Insurance coverage for certain high fire risk, hillside, oceanfront and brush properties may only be available from the California Fair Plan; coverage may be limited but the cost of this insurance may be increased. Buyer's own insurance agent should be consulted 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 a California Fair Plan application. Flood insurance may also be required from the National Flood Insurance Program (see Paragraph 40). If the Property is a condominium or part of a common interest development, the Homeowners' Association may provide some insurance coverage for the common area and/or units, but the Homeowners' Association may not provide coverage for the individual units or the homeowners' personal belongings. Buyers should ask for a copy of the Homeowners' Association Insurance Certificate and provide that to their own insurance broker to insure that adequate coverage is provided. Buyers should also consider asking that Sellers order a C.L.U.E. report to provide a 5 year history of past insurance claims on the Property.

Some insurance companies have stopped writing homeowner's insurance policies in California as well as in other states as a result of the increase in Mold claims. Many insurance companies will not write a homeowner's policy on a home that has had any Mold or water intrusion claims within the last five years. Obtaining homeowner's insurance may be difficult, if not more expensive, where either the seller or the buyer has made a mold and/or water intrusion claim within the last five years. Buyers should assure themselves that homeowner's insurance can be obtained on the property during their inspection and/or insurance investigation.

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

52. COMMON INTEREST DEVELOPMENTS: Buyers are advised that if the Property is a condominium, or is located in either a planned unit development or common interest subdivision, there will probably be a Homeowners' Association ("HOA") as well as governing documents that may control the individual Properties and the common area. HOA rules and regulations may limit Buyers' use and enjoyment of the Property. Failure to follow HOA rules and regulations may cause the HOA to impose fines, liens and/or take other legal action against a homeowner. HOA rules may include limitations on interior and exterior unit modifications, including but not limited to design, landscaping, color choices, types of floor and/or wall materials, installation of TV antennae and/or satellite dishes and fencing. HOAs often impose limitations on the ability to rent the Property, use of guest, assigned or restricted parking, noise levels, use of pool, fitness equipment and other common area amenities. HOAs may also regulate having visitors, conducting home businesses, use of storage facilities, number and size of pets, storing RVs, trailers and/or inoperative vehicles, vehicle maintenance activities, use and location of basketball hoops and other sports equipment, placement, size and purpose of signs and other regulations.

Under California law, the Sellers must provide a list of specific documents regarding the operation and financial condition of the HOA to Buyers. Buyers should carefully examine all of these documents and compare the documents received with the list of required disclosures as detailed on the PRDS Request for Homeowner Documents or the California Association of REALTORS® Homeowner Association Information Request forms. If any HOA document(s) are missing, out of date or incomplete, Buyers should send a written request to Sellers asking for the missing documents or a written explanation as to why the document(s) were not provided. Sellers should order the required documents directly from the HOA, using one of the request forms above rather than relying on documents already in Sellers' possession, whether received from any on-line service or outdated documents from an earlier transaction.

Buyers should carefully review the HOA's financial condition including current dues and assessments, as well as pending or contemplated increases. Buyers need to understand that upon becoming part of an HOA makes them financially liable for their proportional share of the HOA's Reserve Account (money set aside for the maintenance, repair, and replacement cost of all the physical components of the common area of the complex). Buyers should compare the amount of money actually set aside in reserve by the HOA verses the amount of money that should have been set aside in reserve. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents, to determine the adequacy of the reserves and other financial issues relating to the association. Brokers have no expertise in this area.

Many Common Interest Developments have been involved in, are presently involved in or are contemplating litigation regarding the design, construction, maintenance and/or physical 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 seriously impact the adequacy of the HOA reserves as well as the amount of current or future HOA fees and/or special assessments. If the Property has had past, current or is considering litigation in the future, Buyers are advised to seek advice regarding these issues from a qualified real estate attorney during the Buyers' inspection period, if any.

If the HOA provides assigned or allocated parking spaces. Buyers should investigate for themselves whether or not the space is adequate to park the Buyers' vehicle(s) in the assigned space by actually parking in that space. Actual assigned or allocated parking and storage spaces may be in conflict with the spaces described in a Condominium Map or in the Preliminary Report issued by a Title Company. Buyers should confirm that the parking and storage spaces that are actually being transferred to the Buyers are the same ones that are designated in the recorded documents and that those space(s) are acceptable for the Buyers' intended needs and uses.

53. PRIVATE TRANSFER FEE: Sellers must disclose the existence of any Private Transfer Fee required in CC&Rs, deeds or other recorded documents. That disclosure must include the amount of the fee required, a description of how the fee is calculated, the entity that is to be paid the fee, the purposes for which the fee will be used, and the date or circumstances under which the obligation to pay the transfer fee expires, if any. Since a Seller may or may not have actual awareness of the existence of a Private Transfer Fee, Buyers should carefully examine any and all title documents to determine this issue.

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

55. LIQUIDATED DAMAGES: A liquidated damages clause enables Buyers and Sellers to set a cap on the maximum amount of damages that Sellers may recover if Buyers breach the Purchase Contract. The liquidated damages clause in a real property Purchase Contract needs to be separately initialed by both parties to be enforceable. For any deposit(s) put into escrow after the initial deposit to be subject to the liquidated damages clause, there must be a separately signed or initialed agreement made at the time of the subsequent deposit(s). If the Property contains 1 to 4 residential units, one of which the Buyers intend to occupy, California Civil Code §1675 limits the amount of deposit that is subject to the liquidated damages clause to a maximum of 3% of the purchase price. Even if

Buyers and Sellers agree to include liquidated damages in the Purchase Contract and there is a breach of contract by the Buyers, the deposit will generally not be released by the escrow holder without mutually consistent written instructions from the Buyers and Sellers or a decision by a judge or arbitrator. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers cannot give legal advice regarding these matters.

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

57. ARBITRATION: Arbitration is a form of dispute resolution which involves hiring a neutral third party (the "Arbitrator") to render a formal decision as to who is right and/or what damages, if any, should be paid. Arbitration may be faster and less expensive than resolving disputes by litigation in court. The rules are usually less formal than in court; it is a private process that is not of public record however the arbitration process is best handled by attorneys who understand these issues. By agreeing to Arbitration the Parties give up their rights to a jury trial and appeal. Arbitrations decisions have been upheld even when Arbitrators have made a mistake as to the law or the facts of the case. If Parties agree to include an arbitration provision in their real property agreement(s), then any dispute arising out of those agreements (with some limited exceptions) must be submitted to binding arbitration. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether or not to agree to arbitration.

The Purchase Contract does not obligate the Brokers to participate in Arbitration even if Buyers and Sellers agree to use that forum; however, Broker may have the option to voluntarily agree to participate in Arbitration. Brokers cannot give legal advice regarding these matters to Buyers and/or Sellers.

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

REGIONAL ISSUES

59. LITIGATION BY OR AGAINST A CITY, COUNTY OR GOVERNMENTAL AGENCY: Buyer should investigate whether there is any pending litigation or administrative claim that may affect the value, development, use and/or enjoyment of the property and/or impact the ability of the local community to provide necessary services. Check appropriate website.

60. COASTAL CONDITIONS: Property located near any coast lines may be subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age structures and personal property items exposed to the elements. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon and thus coastal properties require regular, thorough maintenance. Buyers should investigate these conditions as well as the cost of increased maintenance and repairs that may be needed for any Property located in coastal areas.

The foghorn located at the El Granada breakwater is audible at times and at various sound levels in adjacent coastal communities, depending upon weather conditions and proximity.

California Emergency Management Agency (Cal EMA) and the California Geological Survey (CGS) have released California Tsunami Inundation Maps covering areas along about 50% of the state's coastline, and including 100% of the San Francisco Bay Area. Buyers should investigate local emergency preparedness and potential tsunami hazards by going to the following websites: www.myhazards.calema.ca.gov and www.consrv.ca.gov/cgs.

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

62. BAY FILL: Some properties that are built on bay fill have experienced salt leaching from the soil, through the concrete and corroding the iron rebar in the foundations. Buyers of Property built on bay fill should investigate this issue with appropriate professionals.

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

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

**Instant
forms**

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

LOCAL SAN MATEO COUNTY ISSUES

66. BELMONT SMOKING ORDINANCE: The City of Belmont has enacted an ordinance to regulate nonconsensual exposure to secondhand smoke which is considered a nuisance and a potential trespass. Pursuant to Belmont City Code Chapter 20.5 (Regulation of Smoking), smoking is prohibited in a number of areas, including but not limited to multi-unit residences that share at least one common floor or ceiling with another such unit as well as indoor and outdoor common areas. For more information about the smoking ban or other issues which impact property located in Belmont got to <http://www.belmont.gov>.

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

Buyers of residential property of 1 to 3 units in Daly City should not rely solely on the permit information contained in 3-R Reports. Some properties may have rooms, additions, structures or decks where there is no record of a permit ever having been issued for their construction. Such improvements may or may not have been built with a permit and/or officially finalized. If an improvement was constructed without all necessary permits and/or not in compliance with building codes, the City may require the owner to remove it or legalize it at a substantial cost. Buyers should independently confirm the information contained in a 3-R Report during their inspection period, if any, including engaging the services of a qualified contractor, architect or other professional(s) to verify the information in the 3-R Report. For additional information or to request a 3-R Report, contact the Daly City Building Division, 333 90th Street, Daly City, California 94015-1895; Telephone (650) 991-8061. See also Paragraphs 26 and 27 of this Advisory.

68. HALF MOON BAY PENDING LITIGATION: The City of Half Moon Bay recently settled litigation resulting in a substantial payment obligation on behalf of the City. Buyer should investigate if this litigation impacts the value, development, use and/or enjoyment of the property and/or impacts the ability of Half Moon Bay to provide necessary services.

69. HILLSBOROUGH ORDINANCES: The Town of Hillsborough Municipal Code requires Sellers of real property to provide Buyers with a Statement of Compliance regarding proper installation of Spark Arrester(s), Smoke Detectors and Address Number Visibility. Buyers of property located in Hillsborough should not close escrow without receiving the Seller's Statement of Compliance form.

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

70. MILLBRAE FIRE SPRINKLER AND ILLUMINATED ADDRESS NUMBER ORDINANCES: The Millbrae Municipal Code requires that, in addition to complying with the State of California Smoke Detector law, fire sprinklers must be installed in the garage of any building or structure, including one or two family dwellings, when any addition, alteration or repair of the structure or building (with the exception of repairs to the exterior only) which requires a building permit is estimated to cost in excess of \$1,000.

The Millbrae Municipal Code also requires that all building addresses must be visible and legible from the street or road in front of the property and the addresses must be either internally or externally illuminated.

71. PORTOLA VALLEY RESIDENTIAL DATA REPORT AND HISTORIC PRESERVATION: The Town of Portola Valley requires Sellers to provide Buyer's with a Residential Data Report from the Town listing the regularly authorized use, occupancy and zoning classification of the Property. The information in the Residential Data Report is from historical records only and is not based upon an actual inspection of the Property. The Residential Data Report may not be accurate or complete for various reasons. It is possible that errors could have occurred when the information was transferred from the original documents and these errors might be repeated in subsequent reports. However, these reports contain useful information regarding the permits that are of record with the Town.

Buyers should independently confirm the information in the Residential Data Report during their inspection period, if any, including engaging the services of a qualified contractor, architect or other construction professional(s) to verify the information in the Residential

Data Report. For additional information or to request a Residential Data Report, go to the Town of Portola Valley's offices located at 765 Portola Road, Portola Valley, California 94028. For additional information, call (650) 851-1701. See also Paragraphs 26 and 27 of this Advisory.

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

73. SAN MATEO CITY SUPPLEMENTAL FLOOD ZONE DISCLOSURE: The Federal Emergency Management Agency ("FEMA") has been investigating the possibility of expanding the flood hazard area designations for the City of San Mateo. FEMA has indicated that the new Final Map should be published at some point in 2010. On July 13, 2009, the City Council for the City of San Mateo approved the formation of the South Bayfront Flood Control Facilities Assessment District to create a funding source for improvement of the City's levees. Buyer is advised to investigate this issue with the City of San Mateo, a third party provider of Natural Hazard Disclosure Statements and/or their own insurance broker to determine the possible ramifications of such an expansion of the flood designation on their use and enjoyment of the Property. For questions or concerns related to the South Bayfront Flood Control Facilities Assessment District, flood insurance, any FEMA related topics, and/or any other regulations which might impact property located in the City of San Mateo, contact the City Offices at (650) 522-7327 or go to the following website: <http://www.cityofsanmateo.org>.

LOCAL SANTA CLARA COUNTY ISSUES

74. COUNTY SMOKING ORDINANCE: Santa Clara County has enacted an ordinance regulating smoking pollution in multi-unit residences in the unincorporated areas of the County, by prohibiting smoking in common areas (except designated smoking areas), all units within multi-unit residences, and within thirty (30) feet of any enclosed, nonsmoking area of a multi-unit residence, and requiring certain lease terms for future lease agreements. For more information as to the effect of this ordinance, Buyers should go to the County website at <http://www.sccgov.org>.

75. STEVENS CREEK SCHOOL: On March 31, 2009, the Environmental Protection Agency ("EPA") announced that it would be assessing the outdoor air quality of 62 schools across the nation due to their proximity to industrial facilities. Stevens Creek Elementary School is one of the schools listed by the EPA for that monitoring program. The school is located approximately two miles from the Lehigh Southwest Cement and Limestone Quarry on Stevens Creek Boulevard. For more information about the EPA air quality school monitoring program, Buyers should check the EPA website at <http://www.epa.gov/schoolair>.

76. CUPERTINO: In September, 2010, the Bay Area Air Quality Management District set up a mobile air-monitoring station at Monta Vista Park to measure levels of alleged air pollutants in the neighborhood such as ozone, sulfur dioxide, particulate matter and various metals. The results of this testing will be reported on the air district's website: <http://www.baaqmd.gov/>. Broker has not and will not investigate, verify and/or refute claims by some local citizens of air, water and soil contamination.

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

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

COUNTY AND MUNICIPAL WEBSITES:

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

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

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

CITIES AND TOWNS WITHIN SAN MATEO COUNTY:

CITIES AND TOWNS WITHIN SANTA CLARA COUNTY:

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

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

**Instant
Forms**

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

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

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

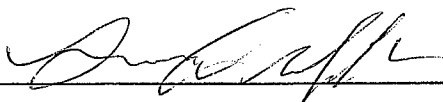
Town of Los Gatos: <http://www.town.los-gatos.ca.us/>
City of Milpitas: <http://www.ci.milpitas.ca.gov/>
City of Monte Sereno: <http://www.montesereno.org/>
City of Morgan Hill: <http://www.morgan-hill.ca.gov/>
City of Mountain View: <http://www.ci.mtnview.ca.us/>
City of Palo Alto: <http://www.cityofpalto.org/>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

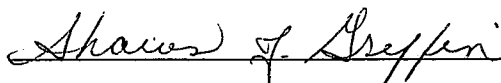
SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:

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

This document may be signed in counterparts.

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

DATE: 3/29/15 SELLER 

DATE: 3/29/15 SELLER 

DATE: _____ BUYER _____

DATE: _____ BUYER _____



JCP-LGS Residential Property Disclosure Reports Disclosure Report Summary Pages

Property Address: 3925 ORINDA DR
SAN MATEO, SAN MATEO COUNTY, CA 94403
("Property")

APN: 040-195-160
Report Date: 03/26/2015
Report Number: 1692097

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which transferee must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective Transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes ___ No **X** Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes **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 RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes ___ No **X**

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes ___ No **X**

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___

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

Signature of Transferor(s)

Date 3/29/15

Signature of Transferor(s)

Date 3/25/15

Signature of Agent

Date 3/29/15

Signature of Agent

Date

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. Date 26 March 2015

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s)

Date

Signature of Transferee(s)

Date

TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only).
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill), (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells), (3) INSURANCE CLAIMS HISTORY REPORT (C.L.U.E.® Home Sellers Disclosure Report). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.



JCP-LGS Residential Property Disclosure Reports

Disclosure Report Summary Pages

Property Address: 3925 ORINDA DR
SAN MATEO, SAN MATEO COUNTY, CA 94403
("Property")

APN: 040-195-160
Report Date: 03/26/2015
Report Number: 1692097

PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		X		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone X500_LEVEE.	8
Dam	X			IN an area of potential dam inundation.	8
Very High Fire Hazard Severity		X		NOT IN a very high fire hazard severity zone.	9
Wildland Fire Area		X		NOT IN a state responsibility area.	9
Fault		X		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	10
Landslide			X	Map Not Available	10
Liquefaction			X	Map Not Available	10

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		X		NOT IN a mapped active or potentially active fault zone or within one-eighth of one mile of an inactive fault trace	12
Landslide		X		NOT IN a landslide-prone area that includes defined, probable, suspected, or conjectured landslides nor within one-quarter of one-mile of a small landslide	12
Liquefaction	X			IN a mapped area of variable liquefaction	12
Tsunami		X		NOT IN a mapped area of potential inundation from tsunami or seiche	12
Coastal Bluff		X		NOT IN a mapped coastal bluff area subject to retreat, slides, rock falls, and extensive erosion from ground water surface runoff and wave action	12
Dam Inundation	X			IN a mapped area of potential inundation from dam failure	12

City-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		X		NOT WITHIN a 660 feet of a mapped Fault.	14
Landslide		X		NOT WITHIN one-quarter of one mile of one or more mapped Landslide Deposit.	14
Liquefaction	X			IN a mapped area of High Liquefaction Potential.	14
Slope		X		NOT IN a mapped area of High or Moderate Slope Failure Potential.	14
Flood	X			IN a mapped area of potential inundation due to 100-Year Peak Storm Water.	15
Ground Shaking	X			IN a mapped area of High Shaking Amplification during Earthquakes.	14
Levee Inundation	X			IN a mapped area of Potential Inundation due to Bayfront Levee Failure.	15

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		X		NOT WITHIN one mile of a formerly used ordnance site.	17
Commercial or Industrial	X			WITHIN one mile of a property zoned to allow commercial or industrial use.	17
Airport Influence Area	X			IN an airport influence area: San Carlos Area A & San Francisco Intl Area A	18
Airport Noise Area for 65 Decibel		X		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	19
Bay Conservation and Development Commission		X		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	20

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JCP-LGS Residential Property Disclosure Reports

Disclosure Report Summary Pages

Property Address: 3925 ORINDA DR
SAN MATEO, SAN MATEO COUNTY, CA 94403
("Property")

APN: 040-195-160
Report Date: 03/26/2015
Report Number: 1692097

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
California Energy Commission		X		NOT IN a climate zone where properties are usually subject to duct sealing and testing requirements	21
Right to Farm Act		X		NOT IN a one mile radius of designated Important Farmland.	22
Notice of Mining Operations		X		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report.	23

General Advisories	Description	NHD Report page:
Registered Sex Offender Data Base (Megan's Law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	24
Gas and Hazardous Liquid Transmission Pipeline Database Notice	Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.	25
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	26
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	27
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	28
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	28
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	29
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	29
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	30

Local Addendums	Description	NHD Report page:
Real Estate Transfer Disclosure Statement	Provides a statutory Local Option form for Airport Noise disclosure complete with noise maps for affected jurisdictions. BUYER/SELLER/AGENT SIGNATURES REQUIRED.	49

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts		X	NOT SUBJECT TO a Mello-Roos Community Facilities District.	32
1915 Bond Act Districts		X	NOT SUBJECT TO a 1915 Bond Act District.	32
Other Direct Assessments	X		SUBJECT TO one or more other direct assessments.	33
SRA Fire Prevention Fee		X	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure).	37

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks	X		WITHIN one-quarter mile of a known leaking underground storage tank.	45
Superfund or RCRA Corrective Action Site		X	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	44
Other sites in databases screened	X		WITHIN one-half mile of sites other than those above that are listed in the databases searched.	44
Oil and Gas Wells		X	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	42
Underground Transmission Pipelines	X		WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	43

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JCP-LGS Residential Property Disclosure Reports Disclosure Report Summary Pages

Property Address: 3925 ORINDA DR
SAN MATEO, SAN MATEO COUNTY, CA 94403
("Property")

APN: 040-195-160
Report Date: 03/26/2015
Report Number: 1692097

Determined by First American Professional Real Estate Services, Inc.

For more detailed information as to the foregoing determinations, please read this entire report.

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Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

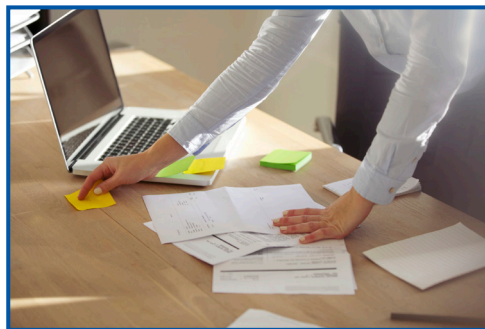
Sincerely Yours,

Curtis Reese
Vice President
General Manager

Schedule your repairs today...



**We get the work done
when you need it!**



**We will expedite all
required paperwork!**



**HomeGuard stands
behind it's repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or
email us HGRepairs@HomeGuard.com**

WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. 3925	Street Orinda Drive	City San Mateo	ZIP 94403	Date of Inspection 4/2/2015	Number of Pages Page 1 of 8
58 Wright Brothers Avenue Livermore, CA 94551 (855) 331-1900 • Fax (925) 294-1816					
Registration #: PR1452		HomeGuard #: 344426		Escrow #:	
Ordered By: Steve Mogavero Remax Starr Properties 282 Redwood Shores Pkwy Redwood City, CA 94065		Property Owner/Party in Interest: Len & Sharon Griffin 3925 Orinda Drive San Mateo, CA 94403		Report Sent to:	
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐					
General Description: One story, single family wood framed residence with wood and stucco exterior.				Inspection Tag Posted: Garage	
				Other Tags Posted: None noted	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites ☐ Drywood Termites ☐ Fungus / DryRot ☒ Other Findings ☒ Further Inspection ☒					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					
Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items					

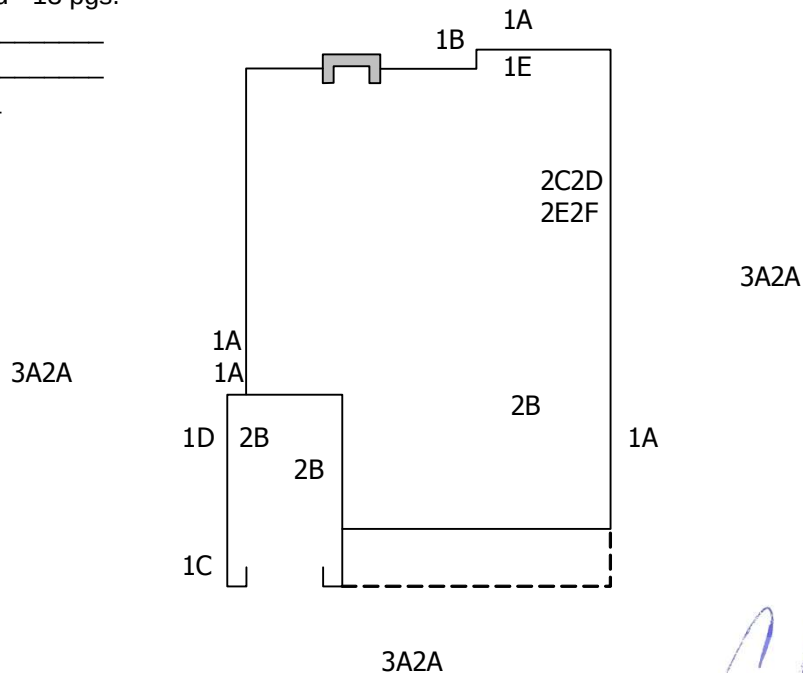
3A2A

Byr: Read & Rcvd - 13 pgs.

X _____

X _____

Date: _____



3A2A

Inspected by: **Che Moreno**

License#: **FR49077**

Signature:

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
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AREAS NOT INSPECTED PLEASE READ.

We did not inspect the interior of finished walls or behind installed finished cabinet work. We did not inspect the areas immediately under furniture or appliances. This structure contains slab flooring, and in slab floor type construction, it is possible for Subterranean Termite infestations to be concealed and not evident at the time of our inspection; therefore, we assume no liability for any infestations that are not evident at the time of our inspection. Our inspection does not include any electrical, heating, air conditioning, structural adequacy, pest other than wood destroying pest or mechanical systems of the structure and will not detect building code violations. The roof covering of the structure was not inspected. The plumbing was inspected, but only the leaks outlined in our report were found at this time. We assume no responsibility for leaks that occur after the date of this inspection. There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, such as the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. This structure has carpet installed. Although no adverse conditions were evident, we assume no responsibility for the floor under the carpet unless the carpet is removed and we perform a further inspection. The enclosed areas behind the garage cabinets were not inspected. We did not inspect the interior of enclosed abutments or hollow stucco rails. As is standard practice within our industry and since our inspectors do not carry a 30' ladder on their vehicle, the eaves, wood siding and wood windows above 11' were only inspected visually from the ground. Upon request and at an additional charge HomeGuard Incorporated will return to the property and further inspect these inaccessible areas by probing the wood members. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and will be conditional to additional inspection fees.

NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE (1) YEAR AND FUMIGATIONS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF COMPLETION WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING, RAIN GUTTERS AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK PERFORMED BY OTHERS. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.

THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

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

Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
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"This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work while in progress will be necessary. Any guarantees must be received from parties performing repairs." Work performed by others will be reinspected for a fee of \$195.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

Section 1 Items

1A. FINDING: Fungus damage was noted to the rafter tail as indicated on the diagram. (See Picture 2) (See Picture 3) (See Picture 5) (See Picture 6)

RECOMMENDATION: Remove and replace the end of the damaged rafter tail and install a new sister section alongside for support.

***** (SECTION 1 ITEM) *****

1B. FINDING: Fungus damage was noted to the roof eaves as indicated on the diagram. (See Picture 4)

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes replacement of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the repairs were performed

***** (SECTION 1 ITEM) *****

1C. FINDING: The stucco molding has been damaged by fungus at the area indicated on the diagram. (See Picture 7)

RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

***** (SECTION 1 ITEM) *****

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

Building No. 3925	Street Orinda Drive	City San Mateo	ZIP 94403	Date of Inspection 4/2/2015	Number of Pages Page 4 of 8
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1D. FINDING: The side garage door jambs are fungus damaged. (See Picture 8)

RECOMMENDATION: Cut off the bottom of the door jambs and fill the void with concrete.

***** (SECTION 1 ITEM) *****

1E. FINDING: The casing has been damaged by fungus at the laundry room entry door. (See Picture 9)

RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

***** (SECTION 1 ITEM) *****

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

Section 2 Items

NOTE: The attic was insulated; therefore, our inspection is limited to the visible and accessible wood members only.

NOTE: The pergola and storage shed were not connected directly to the structure. Therefore, we did not include them in this report.

2A. FINDING: Minor stress cracks were noted in the exterior stucco as indicated on the diagram.

RECOMMENDATION: Seal all cracks that are wider than 1/16 of an inch with a exterior grade paintable sealant. If HomeGuard has supplied a bid for this item it does not include paint.

***** (SECTION 2 ITEM) *****

2B. FINDING: Water stains were noted at the garage and attic roof sheathing. This could indicate possible leakage through the roof covering.

RECOMMENDATION: The owner is advised to contact a licensed roofing contractor to check and repair the roof covering as necessary.

***** (SECTION 2 ITEM) *****

2C. FINDING: The escutcheons at the master bathroom shower head were noted to be loose.

RECOMMENDATION: Re-secure and reseal around the escutcheons in the most practical way.

***** (SECTION 2 ITEM) *****

2D. FINDING: The window in the master bathroom is lower than the shower head. This could allow moisture intrusion onto the enclosed framing.

RECOMMENDATION: The owner is to keep this area well sealed and as dry as possible. Consideration should be given to installing a water proof window curtain to prevent moisture intrusion.

***** (SECTION 2 ITEM) *****

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2E. FINDING: Some of the grout is loose or missing around the ceramic tile in the master bathroom stall shower.

RECOMMENDATION: Reseal the area in the most practical way. Owner to maintain in a water tight condition.

***** (SECTION 2 ITEM) *****

2F. FINDING: The toilet in the master bathroom is loose or improperly mounted.

RECOMMENDATION: Reinstall the toilet correctly using a new no-seep toilet seal. If, upon removing the toilet a cracked toilet or damaged toilet flange is revealed there would be additional charges for a new toilet or repairs to the toilet flange.

***** (SECTION 2 ITEM) *****

Further Inspection Items

3A. FINDING: This home was constructed without the use of a weep screed at the base of the stucco. Although this was an accepted construction method it does create an area that can allow subterranean termites to access the home without being detected. This area can also allow condensation to build up and not drain properly. (See Picture 1)

RECOMMENDATION: If further information is desired it will be necessary to install a series of test holes to allow for further inspection. All findings recommendations and bids will be issued in a supplemental report.

***** (FURTHER INSPECTION ITEM) *****

NOTE: Unless stated otherwise, HomeGuard Incorporated bids include texturing and painting repaired areas. We will cover repaired sheetrock and wood with one coat of white primer or one coat of color supplied by the owner at the time of the original repairs. Any texturing will vary from the original texture however we will match as close as possible. All painting will be on the area repaired only, feathering the paint in to blend with existing. On exterior surfaces texturing and painting will only be done when the weather permits.

NOTE: If damage is found to extend into any inaccessible areas a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee work performed by others. All guarantees, warranties, and permits if required should be obtained from the parties performing the repairs.

NOTE: If any of the wood repairs outlined in the above report are done by others, an open inspection must be performed by this company if a certification is desired.

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NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

NOTE: Please be aware that current law dictates that homes constructed prior to 1978 require a company performing the repairs be a Lead Certified Renovation Firm with Certified Renovators. HomeGuard Incorporated is a Lead Certified Renovation Firm, certification number NAT-64235-1 and when required will follow all lead safe work practices as prescribed by the United States Environmental Protection Agency.

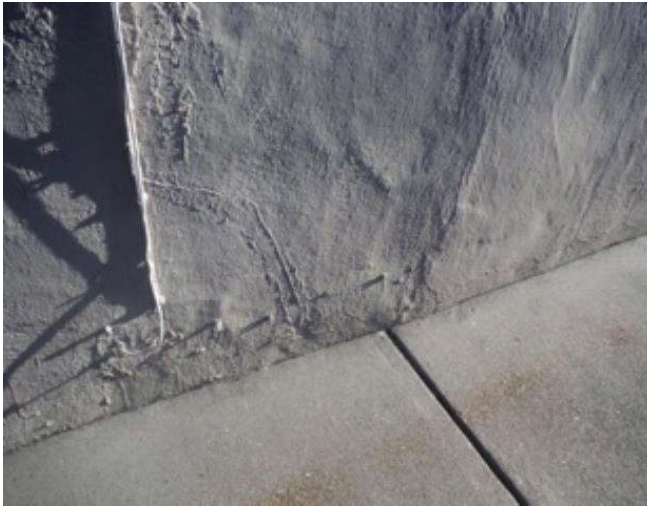
NOTE: Thank you for choosing HomeGuard Incorporated to perform your inspections. If you have any questions regarding this report, please e-mail Che Moreno at cmoreno@homeguard.com. Please bear in mind that the inspectors have full schedules during the day and will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

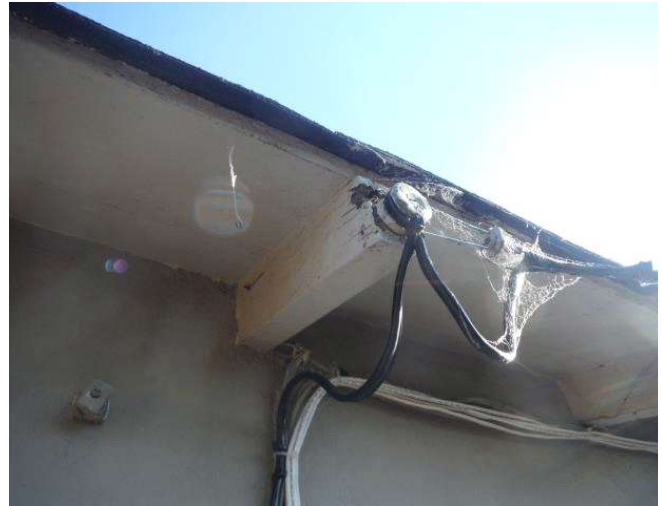
Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
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Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. The pictures in this report do not illustrate all of the damage associated with a particular item. Please read the report thoroughly and contact the inspector if you have any specific questions.



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5



Picture 6

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3925	Orinda Drive	San Mateo	94403	4/2/2015	Page 8 of 8



Picture 7



Picture 8



Picture 9

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



AUTHORIZATION AGREEMENT
3925 Orinda Drive, San Mateo - Report No. 344426

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

email: HGREPAIRS@HomeGuard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

Items to be performed: _____

Total Price \$ _____

For the total sum listed above, HomeGuard Incorporated is authorized to proceed with the work described in the above listed item(s) of their termite report no. 344426 for the property located at 3925 Orinda Drive, San Mateo. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

HOMEGUARD INCORPORATED AGREES:

1. To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days.
2. To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
4. To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

OWNER OR OWNER'S AGENT AGREES:

1. To pay for services rendered upon completion of work. This contract may be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for all items only partially completed. Time and material is calculated at the rate of ninety-five dollars per hour and the cost of materials plus 25%. The customer also agrees that in the case of cancelation of the contract, to pay all fees for necessary permits and any associated cost for obtaining permits. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
2. To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspection fee completed.
4. If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
5. If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
6. All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.



AUTHORIZATION AGREEMENT

3925 Orinda Drive, San Mateo - Report No. 344426

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

email: HGrepairst@HomeGuard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

NOTICE TO OWNER

"Under the California Mechanics Lien law, any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim of lien against your property, certain claimants such as subcontractors and material suppliers are required to provide you with a document entitled "Preliminary Notice". General contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. You can protect yourself from such claim by requiring your contractor to supply you with a payment and performance bond prior to commencing any work of improvement and/or requiring your contractor to provide you with an unconditional lien release signed by each material supplier, subcontractor, and laborer involved in that project phase before making payment on the completed phase of the project."

This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new price for these items. The minimum service charge is \$225 regardless of the price on the individual item.

Section 1:

<u>1A</u>	<u>\$870</u>	<u>1B</u>	<u>\$445</u>	<u>1C</u>	<u>\$165</u>	<u>1D</u>	<u>\$75</u>	<u>1E</u>	<u>\$145</u>	Section 1	<u>\$1,700</u>
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Section 2:

<u>2A</u>	<u>Owner</u>	<u>2B</u>	<u>Owner</u>	<u>2C</u>	<u>\$50</u>	<u>2D</u>	<u>Owner</u>	<u>2E</u>	<u>\$100</u>	<u>2F</u>	<u>\$185</u>	Section 2	<u>\$335</u>
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Plus non-bid items.

Further Inspe

<u>3A</u>	<u>\$475</u>	<u>F.I.</u>	<u>\$475</u>
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NOTICE

"The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."



AUTHORIZATION AGREEMENT
3925 Orinda Drive, San Mateo - Report No. 344426

To schedule work, email or fax this signed Authorization Agreement, or call directly:
email: HGregpairs@HomeGuard.com Fax: (925) 294-1818 Direct: (855) 331-1900

BINDING ARBITRATION PROVISION

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

OWNER OR OWNERS AGENT DATE BY: _____, HomeGuard Incorporated

X _____ ESCROW OFFICER: _____

Print Name _____ ESCROW PHONE NO: _____

Phone No _____ ESCROW CO/NO: _____

email _____

Name of person providing access _____ Phone Number _____

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED? Yes ___ No ___

***If there is no choice, neutral colors will be installed there may be additional charges for special materials chosen**

Upgrades (if requested) List each upgrade separately: _____

_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____
_____	estimated cost: _____	initials: _____

I authorize HomeGuard, Incorporated to complete the above listed upgrades. I also agree to pay for these upgrades upon completion of the repairs.

Signature _____

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



58 Wright Brothers Avenue
Livermore, CA 94551
(855) 331-1900
Fax (925) 294-1816

Invoice

Invoice Date: **4/2/2015**

Invoice No: **LIV306650T**

Bill To:

Steve Mogavero
Remax Starr Properties
282 Redwood Shores Pkwy
Redwood City, CA 94065

Property Information:

Address: **3925 Orinda Drive**
San Mateo CA, 94403
Report No. **344426TPR**
Escrow#:

Billing Information:

Inspection: **4/2/2015 Complete** **\$285.00**

Notice of Completion: **\$0.00**

Other: **\$0.00**

Total Due: **\$285.00**

DUE UPON RECEIPT

Please remit to 510 Madera Ave., San Jose, CA 95112
There is a \$25 fee for all returned checks

Byr: Read & Rcvd - 27 pgs.

X _____

X _____

Date: _____



Home Inspection Report



3925 Orinda Drive, San Mateo

Ordered by: Steve Mogavero
Remax Starr Properties
282 Redwood Shores Pkwy
Redwood City, CA 94065

Inspected by:

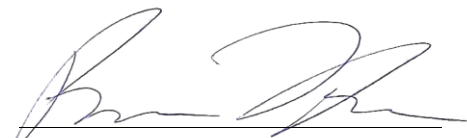

Russ Hume
April 2, 2015

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Report Overview

A GENERAL DESCRIPTION OF THE STRUCTURE

This is an average quality one story single family residence. Approximately 65 years old. Ongoing maintenance is required and improvements to the systems of the home will be needed over time. The improvements that are recommended in this report are not considered unusual for a home of this age and location. Please remember that there is no such thing as a perfect home.

WEATHER CONDITIONS

Dry weather conditions prevailed at the time of the inspection.

! - IMMEDIATE RECOMMENDED IMPROVEMENTS

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations. No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. If more than one photograph is available for a particular item, additional photographs can be found at the end of the report in the section entitled 'Photographs'. Please contact HomeGuard if you have any questions.

Structure

1. The access to the attic in the garage is missing and open. This condition could lead to a more rapid spread of smoke and flames in a fire. We recommend covering the access into the attic with a removable panel of plywood or drywall in accordance with present standards. (See Photo 7)



Photo 7

Exterior

2. Damaged, open or missing wall and/or ceiling finishes of attached garages should be repaired and sealed where they abut the interior of a house. This reduces the potential of toxic automobile gases entering the house and serves as a fire break. Current standards require all walls/ceilings common to the finished living spaces be covered with 5/8" fire resistant sheetrock double taped at all seams. (See Illustration 3A) (See Photo 11)
3. The door between the garage and the house did not have an automatic closing mechanism. The door between the garage and the interior of the house should be fitted with an automatic closing mechanism. This will reduce the potential of toxic automobile gases entering the house and serves as a fire break. (See Illustration 6B) (See Photo 8)



Photo 11

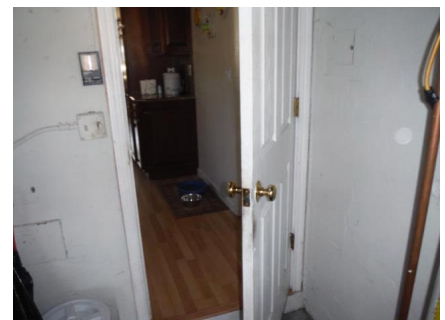


Photo 8

Exterior

4. Water damage was observed to the rafters. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 5)



Photo 5

5. The exterior laundry door jamb is water damaged. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 16)



Photo 16

Electrical

6. Exposed electrical connections or open junction boxes should be corrected. All electrical connections should be made inside approved junction boxes fitted with proper cover plates. (See Photo 10)



Photo 10

7. One or more outlets at various areas have reversed polarity, i.e. the hot and neutral connection inside the outlet are wired backwards. These outlets and the circuit should be investigated and corrected. Based upon our inspection of a representative number of outlets, we recommend testing of every outlet at a later date. Repairs or rewiring are recommended at all deficient locations. (See Illustration 12A) (See Photo 12)



Photo 12

8. The exterior conduit installed at the front is damaged. We recommend that this conduit be repaired or replaced. (See Photo 6)

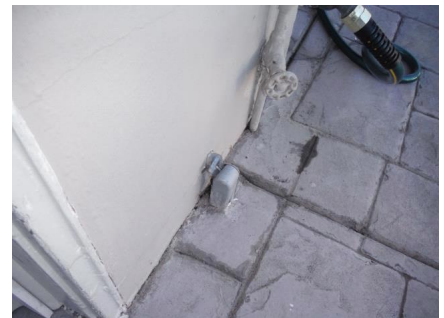


Photo 6

Electrical

9. The overhead electrical service wires do not have adequate clearance from the driveway (12' feet), walkway (10' feet) and/or building (3' feet). We recommend modification in accordance with present standards. (See Photo 1)



Photo 1

10. The electrical branch panel is inaccessible due to design detail inherent Federal Pacific panels with breakers over the "Dead Front" panel. Owner is advised to have electrical contractor inspect panel including the breakers and bus bar. (See Photo 3)



Photo 3

Insulation/Ventilation

11. The fan for the hall bathroom exhaust vent is not working or has been disconnected. We recommend this condition be corrected. (See Photo 14)



Photo 14

Plumbing

12. The toilet in the master bath is loose and should be properly re-secured, tightened and caulked. (See Illustration 5B1) (See Photo 15)

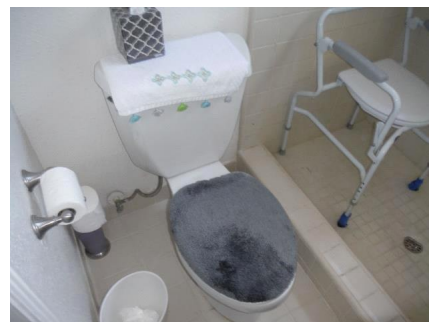


Photo 15

Plumbing

13. The hall bathroom sink faucet hot and cold water controls are reversed. Reversed hot and cold water can result in hot water burns. We recommend that this condition be corrected. (See Illustration 1C) (See Photo 13)



Photo 13

14. There is a section of piping at the left side that is inadequately supported. We recommend that this pipe be strapped to the framing according to accepted standards. (See Photo 4)

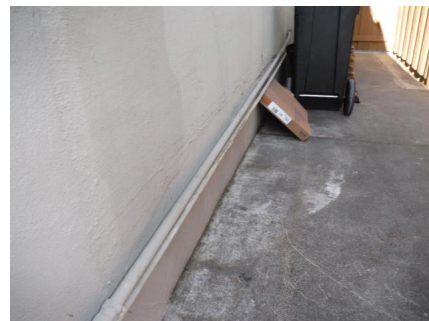


Photo 4

Interior

15. This home does not have enough smoke detectors installed. The installation of smoke detectors should be placed on each floor in non-sleeping areas. In addition, one smoke alarm must be installed in each room where sleeping occurs and one smoke alarm should be located in each hallway that leads directly to sleeping rooms. (See Photo 18)



Photo 18

16. A defect was noted to the concrete slab under the finished flooring master bedroom, indicating the possibility of heaving. The actual condition of the slab is difficult to predict without removing floor coverings. Interested parties may wish to remove the finished floor covering for further evaluation. (See Photo 17)



Photo 17

The Scope of the Inspection

All components designated for inspection in the ASHI standards of practice are inspected, except as may be noted in the "Limitations" section within the report. This inspection will not disclose compliance with regulatory requirements (codes, regulation laws, ordinances, etc.)

This inspection is visual only. Only a representative sample of the building and system components was viewed. No destructive testing or dismantling of building components was performed. The strength, adequacy, effectiveness, or efficiency of any system or components was not determined. Not all recommended improvements will be identified in this inspection. Unexpected repairs should still be anticipated. This inspection should not be considered a guarantee or warranty of any kind. The purpose of our inspection is to provide a general overview of the structure reflecting the conditions present at the time of this inspection. The inspection is performed by visual means only, reflecting only the opinions of the inspector. Nothing in the report, and no opinion of the inspector, should be construed as advice to purchase, or to not purchase, the property. It is the goal of this inspection to put the buyer in a better position to make a buying decision

Our inspection does not address, and is not intended to address, the possible presence of hazardous plants or animals or danger from known and unknown environmental pollutants such as, but not limited to, asbestos, mold, radon gas, lead, urea formaldehyde, underground storage tanks, soil contamination and other indoor and outdoor substances, water contamination, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances and conditions. This property was not inspected for the presence or absence of health related molds or fungi. We are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence health related molds, you should contact the appropriate specialist. Be aware that many materials used in building construction may potentially contain hazardous substances. Furthermore, other environmental concerns may exist elsewhere. An environmental specialist should be contacted if additional information is desired about these issues.

PLEASE NOTE: Important disclosure information and other inspection reports may exist. All present and prior disclosures along with other inspection reports should be reviewed and any adverse conditions and/or concerns that may not be mentioned in our report should be addressed prior to the close of escrow. Furthermore, there may be conditions known by the seller that have not been disclosed to us.

Pictures are provided to assist in clarifying some of the findings made in the report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. Please read the report thoroughly.

BINDING ARBITRATION PROVISION

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

Structure

ITEM DESCRIPTIONS:

Wall/Foundation Structure	• Wood Frame
Attic Access Location	• Closet
Ceiling Structure	• Joist
Roof Structure	• Rafters
Roof Sheathing	• Solid Plank
Crawl Space Access	• None (Slab)
Foundation	• Slab on grade

COMMENTS:

Due to the design of this building foundation anchor bolts were concealed from view.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The access to the attic in the garage is missing and open. This condition could lead to a more rapid spread of smoke and flames in a fire. We recommend covering the access into the attic with a removable panel of plywood or drywall in accordance with present standards. (See Photo 7)
2. Larger than normal cracking and/or movement was observed to the concrete floor of the garage. The rate of movement cannot be predicted during a one-time inspection. For additional information a concrete contractor or structural engineer should be consulted to further evaluate this condition.

LIMITATIONS:

This is a visual inspection to the accessible areas only. Assessing the structural integrity of a building is beyond the scope of a typical inspection. A certified professional engineer is recommended where there are structural concerns about the building.

- Insulation within the roof attic cavity obstructed a view of structural members.
- Structural components concealed behind finished surfaces could not be inspected.
- Only a representative sampling of visible structural components was inspected.
- Furniture and/or storage restricted access to some of the structural components.

Roofing

ITEM DESCRIPTIONS:

Roof	• Composition shingle • Built Up
Chimney	• Masonry • Lined
Gutters and Downspouts	• Metal • Installation Of Gutters/Downspouts: Partial • Downspout Discharge Location: Above Grade

COMMENTS:

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

1. There does not appear to be any flashing or the flashing is improper for the roof. We recommend all improper or missing flashing be corrected. (See Photo 2)
2. The gutters are in serviceable condition but only portions of the roof are so equipped, depending upon the soil condition and drainage patterns it may be beneficial to add more gutters and downspouts. (See Illustration 4F)
3. The cap of the masonry chimney has minor cracking visible which can be patched during regular household maintenance. (See Illustration 3E)
4. The chimney does not have a spark arrestor or rain cap. A rain cap and/or screen should be installed on the chimney. (See Illustration 3I)
5. The downspouts discharge water adjacent to the structure. Water should be directed to flow at least 5' feet away from the building at the point of discharge. The installation of underground drainage where applicable will help control surface drainage.
6. Cracks were noted in the visible top portion of the chimney flue liner. We recommend the advise of a licensed masonry contractor.

LIMITATIONS:

This is a visual inspection to the accessible areas only. Roofing life expectancies can vary depending on several factors. Any estimates on remaining life are approximations only. This assessment of the roof does not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice build up, etc.

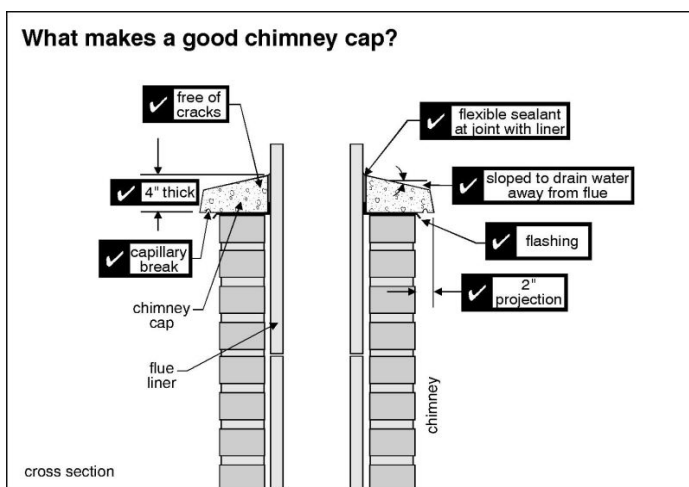


Illustration 3E

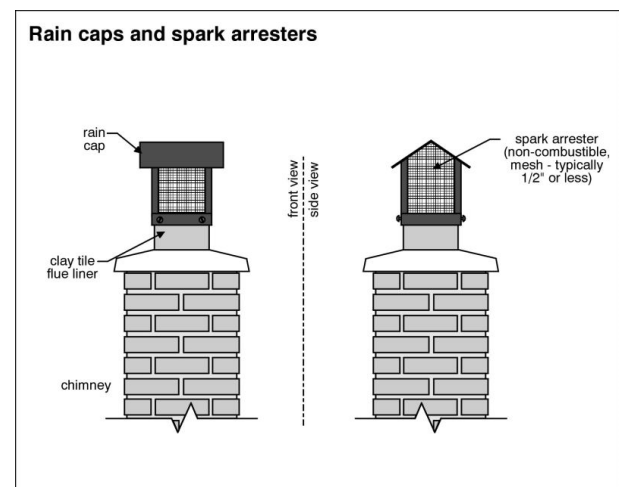


Illustration 3I

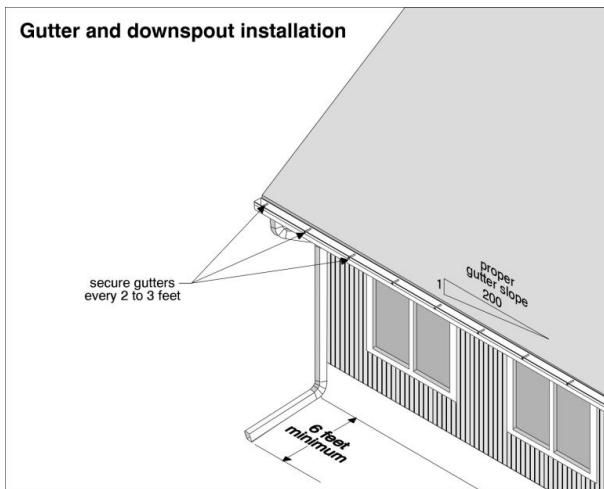


Illustration 4F

Exterior

ITEM DESCRIPTIONS:

Lot Topography	• Level grade
Driveway	• Concrete
Walkway & Sidewalks	• Concrete
Fencing/Gates	• Wood
Steps, Porch/Deck	• Wood
Fascia, Eaves and Rafters	• Wood • Open Rafters
Exterior Walls	• Stucco
Windows	• Vinyl
Doors	• Wood • Sliding Glass
Main Garage	• Attached
Main Garage Door/Opener	• Metal • Automatic Opener Installed

COMMENTS:

The exterior of the home shows signs of normal wear and tear for a home of this age and construction.

The auto reverse mechanism on the overhead garage door responded properly to testing. This is an important safety feature that should be tested regularly. Refer to the owner's manual or contact the manufacturer for more information. There is a serious risk of injury, particularly to children, under this condition. Information on garage door openers is available from the Consumer Product Safety Commission at www.cpsc.gov.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. Damaged, open or missing wall and/or ceiling finishes of attached garages should be repaired and sealed where they abut the interior of a house. This reduces the potential of toxic automobile gases entering the house and serves as a fire break. Current standards require all walls/ceilings common to the finished living spaces be covered with 5/8" fire resistant sheetrock double taped at all seams. (See Illustration 3A) (See Photo 11)
- ! 2. The door between the garage and the house did not have an automatic closing mechanism. The door between the garage and the interior of the house should be fitted with an automatic closing mechanism. This will reduce the potential of toxic automobile gases entering the house and serves as a fire break. (See Illustration 6B) (See Photo 8)
- ! 3. Water damage was observed to the rafters. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 5)
- ! 4. The exterior laundry door jamb is water damaged. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 16)
- 5. The loft installed in the garage was not designed or constructed to support heavy loads. Storage of light items would be appropriate but the storage of heavy files, books, etc. is discouraged.
- 6. The walkway shows evidence of minor cracking. The cracks could be sealed for a better appearance and to prevent moisture intrusion.
- 7. The window screens are torn. We recommend the screens be repaired or replaced.
- 8. The weather stripping is worn, missing and/or damaged at one or more of the exterior doors. We recommend all missing, worn or damaged weather-stripping be replaced.

LIMITATIONS:

This is a visual inspection to the accessible areas only.

- A representative sample of exterior components was inspected.
- The inspection does not include an assessment of geological conditions, site stability and property surface drainage runoff.
- Interior finishes (floors, walls, ceilings) and/or insulation restricted the inspection of the garage.

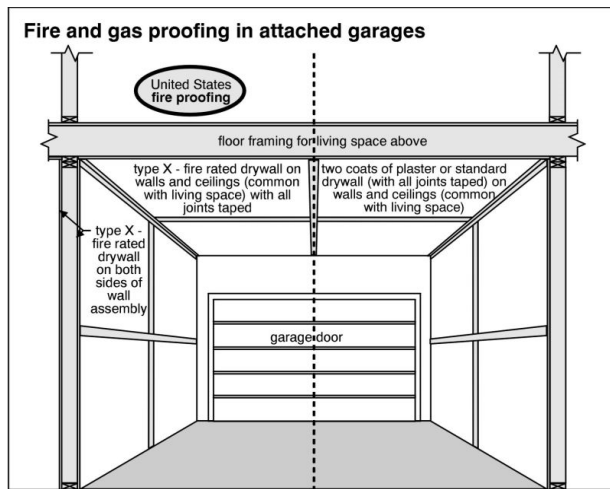


Illustration 3A

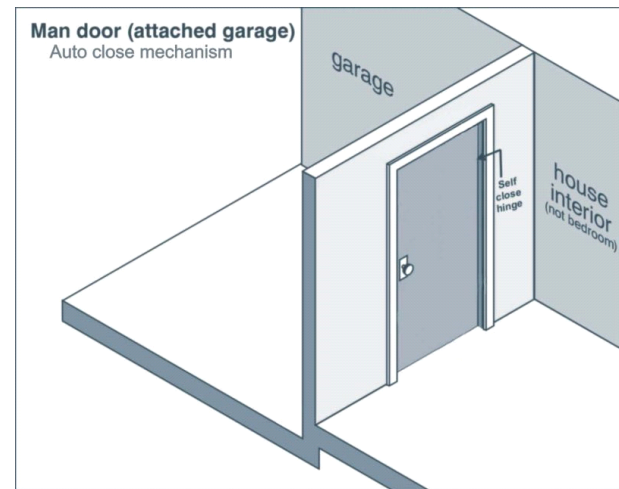


Illustration 6B

Electrical

ITEM DESCRIPTIONS:

Service	• 120/240 volt main service
Service Entrance	• Overhead Service Wires
Service Ground	• Copper Ground Wire
Main disconnect	• Breakers • Main Service Rating: 100 Amps
Main Distribution Panel	• Breakers • Exterior Side
Distribution Wiring	• Unknown
Outlets	• Grounded/Ungrounded
Ground Fault Circuit Interrupters	• Bathroom • Kitchen

COMMENTS:

The size of the electrical service is sufficient for typical single family needs.

The distribution of electricity within the home is good.

Dedicated 240 volt circuits have been provided for all 240 volt appliances within the home.

Inspection of the electrical system revealed the need for improvements. Unsafe electrical conditions represent a hazard. A licensed electrician should be consulted to undertake the improvements recommended below.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. One or more outlets at various areas have reversed polarity, i.e. the hot and neutral connection inside the outlet are wired backwards. These outlets and the circuit should be investigated and corrected. Based upon our inspection of a representative number of outlets, we recommend testing of every outlet at a later date. Repairs or rewiring are recommended at all deficient locations. (See Illustration 12A) (See Photo 12)
- ! 2. Exposed electrical connections or open junction boxes should be corrected. All electrical connections should be made inside approved junction boxes fitted with proper cover plates. (See Photo 10)
- ! 3. The exterior conduit installed at the front is damaged. We recommend that this conduit be repaired or replaced. (See Photo 6)
4. Extension cord wiring used in the garage should not be used as permanent wiring. We recommend all extension cords be removed and proper wiring and circuitry installed if needed for this area. (See Photo 9)
- ! 5. The overhead electrical service wires do not have adequate clearance from the driveway (12' feet), walkway (10' feet) and/or building (3' feet). We recommend modification in accordance with present standards. (See Photo 1)
- ! 6. The electrical branch panel is inaccessible due to design detail inherent Federal Pacific panels with breakers over the "Dead Front" panel. Owner is advised to have electrical contractor inspect panel including the breakers and bus bar. (See Photo 3)
7. We have observed a Federal Pacific electrical "Stab lock" service panel(s) in this house. This type of panel has a past history of circuit breakers failing to trip in response to a over current or short circuit. Failure of a circuit breaker to trip does not afford the protection that is intended and required. We recommend a licensed electrician be retained for additional information and recommendations.

LIMITATIONS:

This is a visual inspection to the accessible areas only. The inspection does not include (if applicable) low voltage systems, telephone wiring, intercoms, alarm systems, TV cable, timers, central vacuum systems, exterior sprinkler systems, exterior landscape lighting or exterior motion sensor lights. Also smoke detectors out of reach were only visually inspected unless noted otherwise. We recommend these systems be checked by interested parties for proper operation when possible.

- Due to inaccessibility of concealed wiring or undocumented improvements of the structure, we are unable to predict whether the number of circuits within a home will be sufficient for the needs of the occupants during a typical home inspection. If fuses blow or breakers trip regularly, this may indicate that additional loads or remodeling modifications may have been added to existing circuits.
- Electrical components concealed behind finished surfaces could not be inspected.
- According to "ASHI" standards only a representative sampling of outlets and light fixtures were tested.
- Furniture and/or storage may of restricted access to some electrical components.

- Exterior light fixtures on motion or light sensors were not tested.

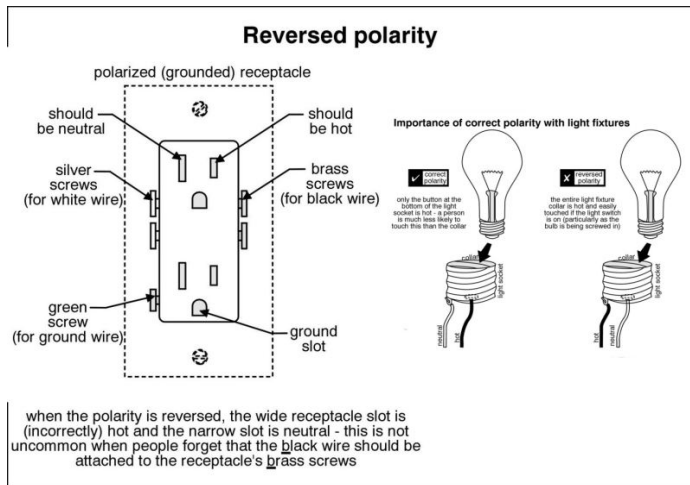


Illustration 12A

Heating System

ITEM DESCRIPTIONS:

Primary Energy Source	• Gas
Heating System Type	• Forced Air • Manufacturer: Day and Night • BTU's: 92,000 • Age: 19 Years • Location: Attic
Distribution	• Ductwork

COMMENTS:

The heating system which was operated at the time of our inspection shows no visible evidence of major defects.

MAINTENANCE ITEMS & GENERAL INFORMATION

1. This home is heated with a mid efficiency forced air furnace. In this type of furnace, air is circulated by a blower motor through a heat exchanger, which is heated by the burner unit at the base. An induced draft motor is used to force the exhaust from the furnace to the exterior

LIMITATIONS:

This is a visual inspection to the accessible areas only. The inspection of the heating system is general and not technically exhaustive. A detailed evaluation of the furnace heat exchanger is beyond the scope of this inspection.

- As per ASHI standards determining furnace heat supply adequacy or inadequacy, distribution balance or sizing of the unit or units is not a part of this inspection.
- The wall mount and/or window mounted air conditioning unit (if applicable) was not inspected and are excluded from this report.
- Heating and/or air conditioning registers where accessible were visually inspected. Manual operation of the registers was not performed.
- As per ASHI standards the heat exchanger of the furnace was not inspected and interior portions of the heater were restricted. For additional information we recommend the services of a licensed heating contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the heat exchanger and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.
- Inspection of the heater and/or air conditioner thermostat is limited to operating the units(s) on and off function only. Testing of the thermostat timer, temperature accuracy, clock, set back functions, etc. were not performed.

Cooling/Heat Pump System

ITEM DESCRIPTIONS:

Energy Source	• Electricity • 240 Volt Power Supply
System Type	• Air Cooled Central • Manufacturer: BDP • Location: Rear • Tons: 4 • Age: 19 Years

COMMENTS:

Upon testing in the air conditioning mode, a normal temperature drop across the evaporator coil was observed. This suggests that the system is operating properly.

The system shows no visible evidence of major defects.

LIMITATIONS:

This is a visual inspection to the accessible areas only. Air conditioning and heat pump systems, like most mechanical components, can fail at any time.

Insulation/Ventilation

ITEM DESCRIPTIONS:

Exterior Walls Insulation	• Unknown
Attic/Roof Insulation	• Fiberglass • Depth in inches: 4-8
Attic/Roof Ventilation	• Roof Vents • Soffit vents

COMMENTS:

Insulation levels are typical for a home of this age and construction.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The fan for the hall bathroom exhaust vent is not working or has been disconnected. We recommend this condition be corrected. (See Photo 14)
- 2. Missing, compressed, or uneven insulation in various areas of the attic should be replaced or evened out to improve the insulating value in these areas.

LIMITATIONS:

This is a visual inspection to the accessible areas only.

- Insulation/ventilation type and levels in concealed areas cannot be determined. No destructive tests were performed.
- Potentially hazardous materials such as Asbestos and Urea Formaldehyde Foam Insulation (UFFI) cannot be positively identified without a detailed inspection and laboratory analysis. This is beyond the scope of the inspection.
- An analysis of indoor air quality is beyond the scope of this inspection.
- Any estimates of insulation "R" values or depths are rough average values.

Plumbing

ITEM DESCRIPTIONS:

Water Supply Source	• Public
Service Pipe	• Copper Pipe
Main Water Valve Location	• Exterior Front
Supply Piping	• Copper Pipe
Waste Disposal System	• Public
Cleanout Location	• Exterior
Main Gas Valve Location	• Exterior Side
Water Heaters	• Manufacturer: Unknown • Capacity: 40 Gallons • Approximate Age: Unknown • Gas • Location: Garage
Seismic Gas Shut-off	• Not Present

COMMENTS:

Due to the design of this unit/building, most of the supply piping was inaccessible for inspection. For additional information, we recommend a licensed plumbing contractor be consulted.

Due to the design of this unit/building, most of the drain lines were inaccessible for inspection. For additional information, we recommend a licensed plumbing contractor be consulted.

The water pressure supplied to the fixtures is reasonably good. A typical drop in flow was experienced when two fixtures were operated simultaneously.

Inspection of the plumbing system revealed the need for improvements. A licensed plumber should be consulted to further evaluate the plumbing system, and undertake any improvements deemed necessary.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The toilet in the master bath is loose and should be properly re-secured, tightened and caulked. (See Illustration 5B1) (See Photo 15)
- ! 2. The hall bathroom sink faucet hot and cold water controls are reversed. Reversed hot and cold water can result in hot water burns. We recommend that this condition be corrected. (See Illustration 1C) (See Photo 13)
- ! 3. There is a section of piping at the left side that is inadequately supported. We recommend that this pipe be strapped to the framing according to accepted standards. (See Photo 4)

DISCRETIONARY IMPROVEMENTS AND/OR UPGRADES

- 4. The main supply pipe for the house is half inch pipe. Three quarter inch copper or plastic are standard in modern construction. Smaller diameter piping will deliver substantially less water to the interior fixtures. It may be necessary to replace the older half inch main supply to provide adequate flow.

LIMITATIONS:

This is a visual inspection to the accessible areas only.

- Water and gas shut-off valves, including but not limited to seismic, excess flow shut-off valves and gas fireplace valves where applicable, were not operated or tested. Identification of these devices is limited to the accessible areas only.
- Portions of the plumbing system concealed by finishes and/or storage (below sinks, below the structure and beneath the yard) were not inspected.
- Water pressure and water quality is not tested. The effect of lead content in solder and/or supply lines is beyond the scope of the inspection.
- Inspection of any water conditioning system (filters, purifiers, softeners, etc.) is beyond the scope of this inspection and are excluded from this report.
- Inspection of any lawn sprinkler system is beyond the scope of this inspection and are excluded from this report (unless noted otherwise).
- The interior portions of the water heater were restricted. For additional information we recommend the services of a licensed plumbing contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the interior of the water heater and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.

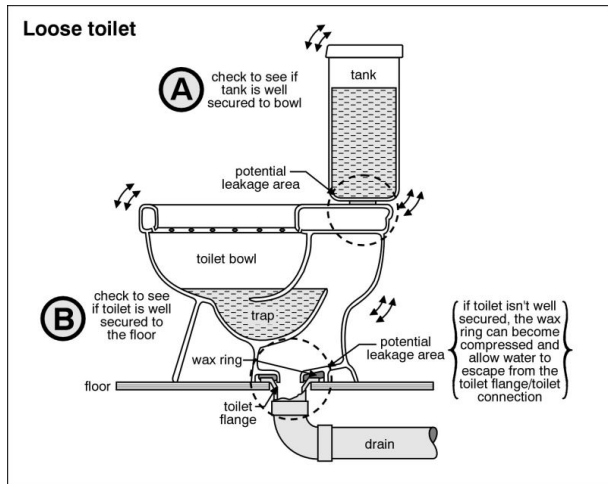


Illustration 5B1

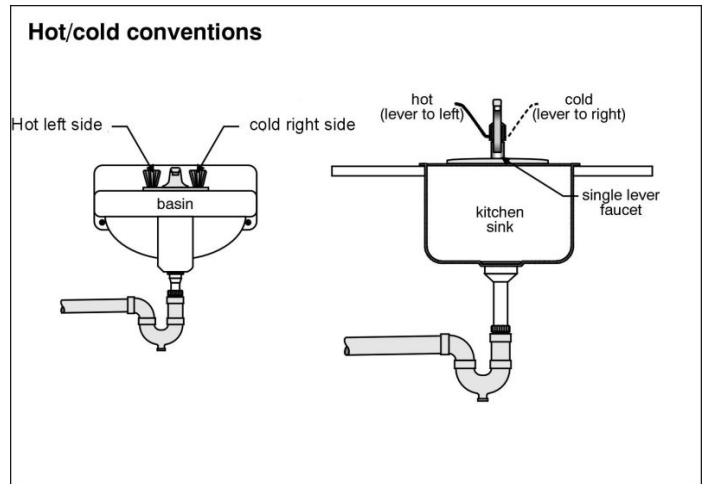


Illustration 1C

Interior

ITEM DESCRIPTIONS:

Kitchen Appliances Tested	• Built in Electric Oven • Gas Cooktop • Dishwasher • Waste Disposer • Exhaust Hood
Laundry Facilities/Hookup	• 240 Volt Circuit for Dryer • 120 Volt Circuit for Washer • Hot and Cold Water Supply for Washer • Waste Standpipe for Washer • Dryer vent noted
Wall Finishes	• Drywall/Plaster
Ceiling Finishes	• Drywall/Plaster
Floor	• Carpet • Tile/Stone • Vinyl • Laminate Flooring
Doors	• Hollow Core • Sliding
Window style and Glazing	• Sliders • Double Pane
Fireplace/Wood Stove	• Masonry Fire Box
Other Componets Inspected	• Smoke Detector • Door Bell • Carbon Monoxide Detector

COMMENTS:

The interior finishes of the home are considered to be in average condition.

The doors and windows are of average quality.

All appliances that were tested appear to be in good condition and responded satisfactorily.

RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

INTERIOR

- ! 1. A defect was noted to the concrete slab under the finished flooring master bedroom , indicating the possibility of heaving. The actual condition of the slab is difficult to predict without removing floor coverings. Interested parties may wish to remove the finished floor covering for further evaluation. (See Photo 17)
2. The fireplace chimney should be inspected and cleaned prior to the close of escrow. (See Illustration 8A)
3. Minor cracks and/or erosion of the rear wall of the fireplace are normal and should not be of a concern in the immediate future unless or until the bricks become deeply eroded or loose.

KITCHEN

4. The laminated floor covering is cosmetically damaged, worn or torn.

BATHROOMS

5. The basin drain stopper in the hall bathroom was missing or not functioning properly. We recommend adjustment, repair or replacement.
6. The basin drain stopper in the master bathroom was missing or not functioning properly. We recommend adjustment, repair or replacement.

OTHER/MISC.

- ! 7. This home does not have enough smoke detectors installed. The installation of smoke detectors should be placed on each floor in non-sleeping areas. In addition, one smoke alarm must be installed in each room where sleeping occurs and one smoke alarm should be located in each hallway that leads directly to sleeping rooms. (See Photo 18)
8. ENVIRONMENTAL ISSUES:
Issues Based on the age of this home, there is a possibility the structure may contain asbestos such as ceiling texture, insulation on the distribution piping and/or transit piping and siding. This can only be verified by laboratory analysis. The Environmental Protection Agency (E.P.A.) reports that asbestos represents a health hazard if "friable" damaged, crumbling, or in any state that allows the release of fibers. If replacement necessitates the removal of the acoustic ceiling or insulation, a specialist should be engaged. If any sections of this insulation are indeed friable, or become friable over time, a specialist should be engaged. Further guidance is available from the Environmental Protection Agency (E.P.A.). Due to the age of construction, it is likely that there are other materials within the home that contain asbestos but are not identified by this inspection report.
9. Carbon monoxide is a colorless, odorless gas that can result from a faulty fuel burning furnace, range, water heater, space heater or wood stove. Proper maintenance of these appliances is the best way to reduce the risk of carbon monoxide poisoning. For more information, consult the Consumer Product Safety Commission CPSC at www.cpsc.gov for further guidance.

MAINTENANCE ITEMS & GENERAL INFORMATION

INTERIOR

10. The evaluation of the thermal pane windows ("dual pane/glazed") is limited to accessible windows exhibiting noticeable conditions at the time of our inspection, such as condensation and/or evidence of moisture developing between the panes of glass. Due to the known design and/or characteristics associated with thermal pane windows, conditions may be discovered at a later date, however seal failure can occur at any time.

LIMITATIONS:

This is a visual inspection to the accessible areas only. Assessing the quality of interior finishes is highly subjective. Issues such as cleanliness, cosmetic flaws, quality of materials, architectural appeal and color are outside the scope of this inspection. Comments are general, except where functional concerns exist. Due to texturing and painting of interior surfaces there is no possible way of determining point of origin of any gypsum (sheetrock) material without destructive testing. HomeGuard Incorporated does not perform any destructive testing. The testing of smoke detectors and carbon monoxide detectors is limited to the alarm function only. The sensors of these units are not tested. Both smoke detectors and carbon monoxide detectors have a limited life span and should be replaced according to the manufactures instructions.

- The adequacy of the fireplace draw cannot be determined during a visual inspection.
- The operation of the dishwasher was limited to a filling and draining cycle only, however due to time limitations timers, dryer cycles and/or higher functions were not tested. For additional information in regards to the operation and full function of the dishwasher we recommend consultation with the owner or appropriate trades.
- The washing machine faucets were visually inspected however they were not tested.
- Furniture, storage, appliances and/or wall hangings restricted the inspection of the interior.
- No access was gained to the wall cavities of the home.
- Kitchen appliances were operated unless noted otherwise. However they were not inspected for installation according to manufacturer specifications and were not evaluated for performance, efficiency or adequacy during their operation. No refrigerators whether "built in" or portable are operated, inspected or tested.
- All appliances not "built in" to the structure such as washing machine, dryer, refrigerator and/or countertop microwaves were not inspected and are excluded from this report. No refrigerators whether "built in" or portable are operated, inspected or tested.
- Fireplace screens or doors were not inspected and are excluded from this report

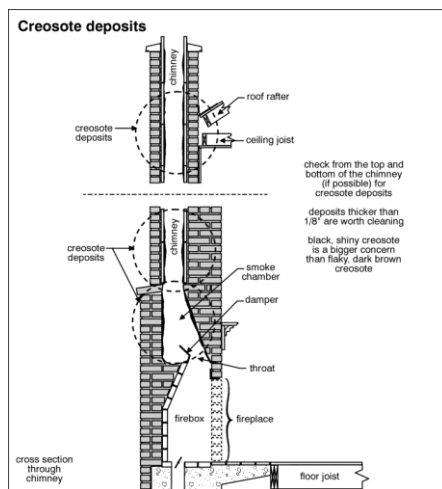


Illustration 8A

Photographs

No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported with photographs. Please contact HomeGuard if you have any questions.



Photo 1



Photo 2



Photo 3

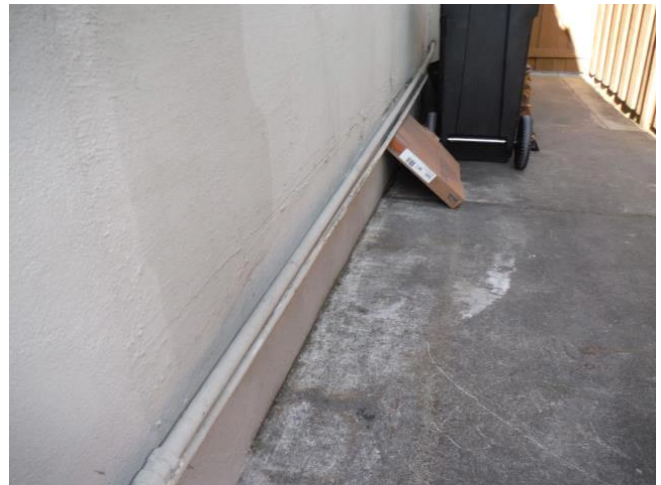


Photo 4



Photo 5

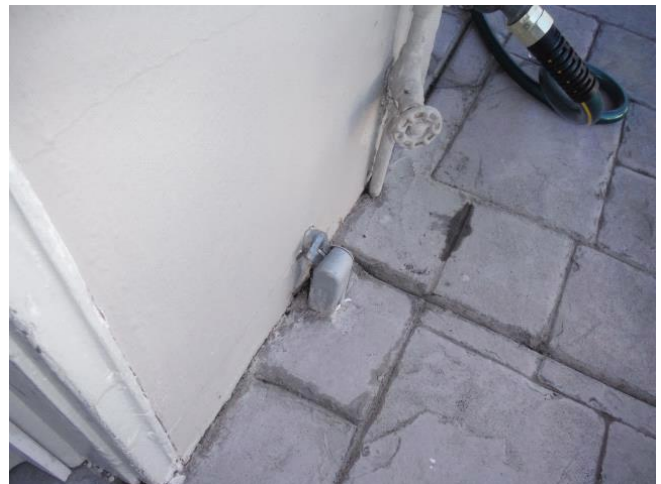


Photo 6



Photo 7



Photo 8



Photo 9



Photo 10

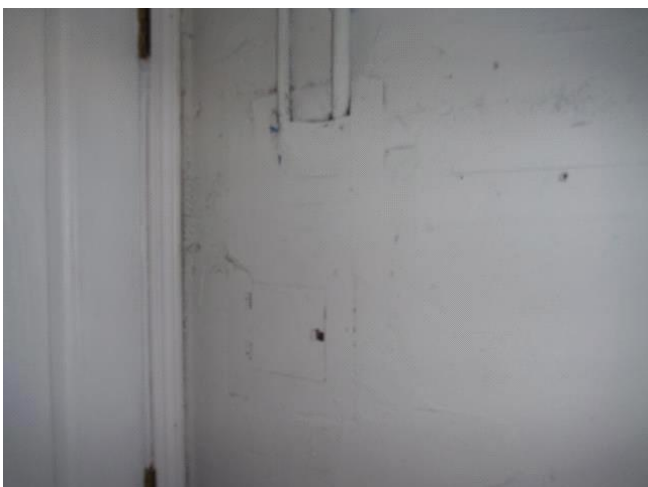


Photo 11



Photo 12



Photo 13



Photo 14

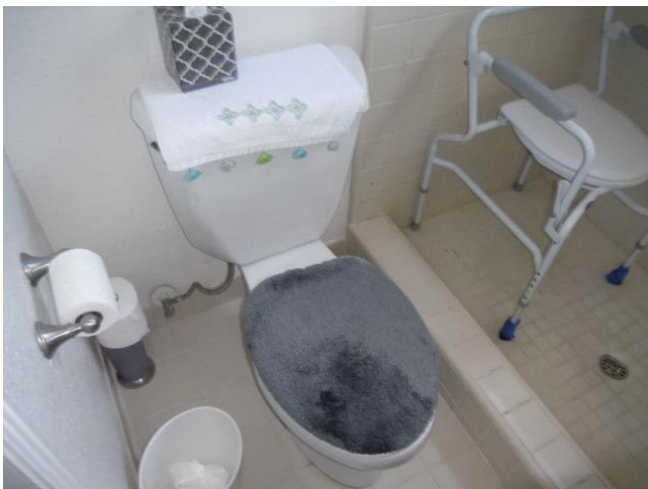


Photo 15

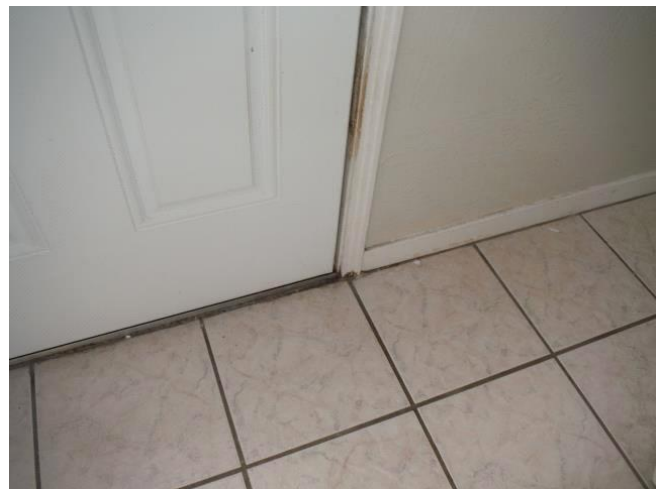


Photo 16



Photo 17



Photo 18

Maintenance Advice

UPON TAKING OWNERSHIP

After taking ownership of a new home, there are some maintenance and safety issues that should be addressed immediately. The following checklist should help you undertake these improvements.

- ☐ Change the locks on all exterior entrances, for improved security.
- ☐ Check that all windows and doors are secure. Improve window hardware as necessary. Security rods can be added to sliding windows and doors. Considerations could also be given to a security system.
- ☐ Install smoke detectors on each level of the home. Ensure that there is a smoke detector outside all sleeping areas. Replace batteries on any existing smoke detectors and test them. Make a note to replace batteries again in one year.
- ☐ Create a plan of action in the event of a fire in your home. Ensure that there is an operable window or door in every room of the house. Consult with your local fire department regarding fire safety issues and what to do in the event of a fire.
- ☐ Examine driveways and walkways for trip hazards. Undertake repairs where necessary.
- ☐ Examine the interior of the home for trip hazards. Loose or torn carpeting and flooring should be repaired.
- ☐ Undertake improvements to all stairways, decks, porches and landings where there is a risk of falling or stumbling.
- ☐ Review your home inspection report for any items that require immediate improvement or further investigation. Address these areas as required.
- ☐ Install rain caps and vermin screens on all chimney flues, as necessary.
- ☐ Investigate the location of the main shut-offs for the plumbing, heating and electrical systems. If you attend the home inspection, these items have been pointed out to you.

REGULAR MAINTENANCE

EVERY MONTH

- ☐ Check that fire extinguisher(s) are fully charged. Re-charge if necessary.
- ☐ Examine heating/cooling air filters and replace or clean as necessary.
- ☐ Inspect and clean humidifiers and electronic air cleaners.
- ☐ If the house has hot water heating, bleed radiator valves.
- ☐ Clean gutters and downspouts. Ensure that downspouts are secure, and that the discharge of the downspouts is appropriate. Remove debris from window wells.
- ☐ Carefully inspect the condition of shower enclosures. Repair or replace deteriorated grout and caulk. Ensure that water is not escaping the enclosure during showering. Check below all plumbing fixtures for evidence of leakage.
- ☐ Repair or replace leaking faucets or shower heads.
- ☐ Secure loose toilets, or repair flush mechanisms that become troublesome.

SPRING AND FALL

- ☐ Examine the roof for evidence of damage to roof covering, flashings and chimneys.
- ☐ Look in the attic (if accessible) to ensure that roof vents are not obstructed. Check for evidence of leakage, condensation or vermin activity. Level out insulation if needed.
- ☐ Trim back tree branches and shrubs to ensure that they are not in contact with the house.
- ☐ Inspect the exterior walls and foundation for evidence of damage, cracking or movement. Watch for bird nests or other vermin or insect activity.
- ☐ Survey the basement and/or crawl space walls for evidence of moisture seepage.
- ☐ Look at overhead wires coming to the house. They should be secure and clear of trees or other obstructions.
- ☐ Ensure that the grade of the land around the house encourages water to flow away from the foundation.

- ☐ Inspect all driveways, walkways, decks, porches, and landscape components for evidence of deterioration, movement or safety hazards.
- ☐ Clean windows and test their operation. Improve caulking and weather-stripping as necessary. Watch for evidence of rot in wood windows frames. Paint and repair window sills and frames as necessary.
- ☐ Test all ground fault circuit interrupter (GFCI) devices, as identified in the inspection report.
- ☐ Shut off isolating valves for exterior hose bibs in the fall, if below freezing temperatures are anticipated.
- ☐ Test the Temperature and Pressure Relief (TPR) Valve on water heaters.
- ☐ Inspect for evidence of wood boring insect activity. Eliminate any wood/soil contact around the perimeter of the home.
- ☐ Test the overhead garage door opener, to ensure that the auto-reverse mechanism is responding properly. Clean and lubricate hinges, rollers and tracks on overhead doors.
- ☐ Replace or clean exhaust hood filters.
- ☐ Clean, inspect and/or service all appliances as per the manufacturer's recommendations.

ANNUALLY

- ☐ Replace smoke detector batteries.
- ☐ Have the heating, cooling and water heater systems cleaned and serviced.
- ☐ Have chimneys inspected and cleaned. Ensure that rain caps and vermin screens are secure.
- ☐ Examine the electrical panels, wiring and electrical components for evidence of overheating. Ensure that all components are secure. Flip the breakers on and off to ensure that they are not sticky.
- ☐ If the house utilizes a well, check and service the pump and holding tank. Have the water quality tested. If the property has a septic system, have the tank inspected (and pumped as needed).
- ☐ If your home is in an area prone to wood destroying insects (termites, carpenter ants, etc.), have the home inspected by a licensed specialist. Preventive treatments may be recommended in some cases.

PREVENTION IS THE BEST APPROACH

Although we've heard it many times, nothing could be more true than the old cliché "an ounce of prevention is worth a pound of cure." Preventative maintenance is the best way to keep your house in great shape. It also reduces the risk of unexpected repairs and improves the odds of selling your house at fair market value, when the time comes. Please feel free to contact our office should you have any questions regarding the operation or maintenance of your home. Enjoy your home!



Invoice Date: 4/2/2015

Invoice No: LIV306693P

Invoice

Bill To:

Steve Mogavero
Remax Starr Properties
282 Redwood Shores Pkwy
Redwood City, CA 94065

Property Information:

Address: 3925 Orinda Drive
San Mateo CA, 94403
Report No: 344426 TPR
Escrow#:

Billing Information:

Inspection:	4/2/2015 Complete	\$475.00
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Total Due:	\$475.00
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DUE UPON RECEIPT

Please remit to 510 Madera Ave., San Jose, CA 95112

There is a \$25 fee for all returned checks



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

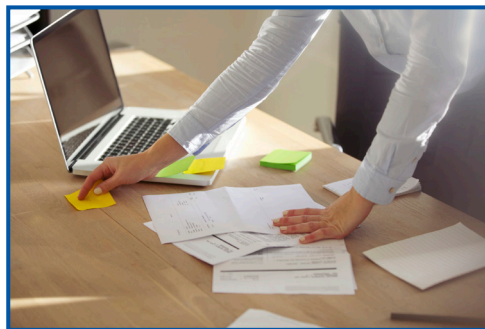
Sincerely Yours,

Curtis Reese
Vice President
General Manager

Schedule your repairs today...



**We get the work done
when you need it!**



**We will expedite all
required paperwork!**



**HomeGuard stands
behind it's repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or
email us HGRepairs@HomeGuard.com**

Byr: Read & Rcvd - 10 pgs.

X _____

X _____

Date: _____



Roof Inspection Report



3925 Orinda Drive, San Mateo

Ordered by: Steve Mogavero
Remax Starr Properties
282 Redwood Shores Pkwy
Redwood City, CA 94065

Inspected by:
April 2, 2015


Ernest (Andy) Rodriguez

SCOPE OF THE INSPECTION:

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

GENERAL DESCRIPTION:

Unless specifically mentioned in this report, the following are NOT included in this report: decks, balconies, detached structures, patio covers, out buildings, sheds and bonus rooms. The structure is a one story single family residence. The roof is a asphalt composition shingle, gray in color and is the first layer. There is also a flat section of roof at the rear hog valley of the structure, the roof is a tar and gravel roofing system. The typical life expectancy of this roofing material is 20 to 30 years. The pitch of the roof appears to be flat to 4:12. The pitch at the front area is less than a 4:12. Shake and shingle applications are required to have a minimum of two layers of felt underlayment where the slope is less than 4:12; the number of layers could not be verified. The overall condition of the roof is fair. The estimated remaining serviceable life of the roof is 5 to 10 years. Occupant reports no leakage at this time.

FINDINGS:

1. Roof picture. (See Photo 1)
2. The plumbing jack flashing are not adequately sealed at the collars. (See Photo 2)

RECOMMENDATION:

Seal all plumbing vent collars where needed to ensure a watertight condition.

3. The two vent flashings is not properly integrated into the roofing system, the water shedding ability of this area cannot be guaranteed. (See Photo 3) (See Photo 5)

RECOMMENDATION:

Properly integrate the two vent flashings into the roof system, where needed to ensure a water impermeable condition.

4. A dish has been installed directly onto the roof surface. The fasteners used to secure this item are not water impermeable and must be sealed. (See Photo 4)

RECOMMENDATION:

Seal all penetrations dish, where needed to ensure a watertight condition.

5. There are areas of the roof surface that have been sealed with mastic. The mastic is showing signs of wear and tear and must be resealed. Mastic is usually used around skylights, pipe vents, corner seams and other penetrations to help ensure a watertight seal. The typical serviceable life of mastic before it begins to crack is 3 to 5 years. (See Photo 6) (See Photo 7)

RECOMMENDATION:

Apply new coat of mastic at areas of the roof that have been previously sealed with mastic or where needed to ensure a watertight seal.

6. There is an insufficient amount of gravel on the roofs surface to adequately protect the roofing material due to rain water washing the loose gravel to the lowest portions of the roof; in these areas we must redistribute the gravel. (See Photo 8) (See Photo 9)

RECOMMENDATION:

Redistribute the gravel in the areas that are lacking a sufficient amount.

7. Debris has collected behind the chimney and may cause to water to backup into the structure. Poor drainage can cause premature wear and tear and subsequent leakage. (See Photo 10)

RECOMMENDATION:

Clear chimney of debris, where needed to ensure proper drainage.

8. Debris was noted to be collecting in the rain gutter system. For gutter maintenance and function, interested parties are advised to contact someone in this line of work for recommendations. (See Photo 11)

SUMMARY:

The cost to service item(s) 2 thru 7 is \$695.00. For maintenance and/or warranty information, interested parties are advised to contact the original contractor and/or the manufacture. Work is what we deem necessary to ensure a watertight condition and is not intended to correct all material and/or application flaws.

Report Photographs

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



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11

AUTHORIZATION AGREEMENT

3925 Orinda Drive, San Mateo

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

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

HomeGuard Incorporated is authorized to proceed with the work outlined in the recommendations of the roof report no. 344426 for the property located at 3925 Orinda Drive, San Mateo. The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 344426 is attached hereto and incorporated herein:

HOME GUARD INCORPORATED AGREES:

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs or other life.

OWNER OR OWNER'S AGENT AGREE:

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

BOTH PARTIES AGREE:

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

NOTICE TO OWNER - LICENSING

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working—if the total price of the job is \$500 or more (including labor and materials).

"Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

"You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information."

NOTICE TO OWNER - MECHANICS LIEN

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

AUTHORIZATION AGREEMENT

3925 Orinda Drive, San Mateo

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

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

NOTICE TO OWNER - LIMITED LEAK-FREE WARRANTY

HomeGuard warrants roof components, designed as such, to be free of readily apparent defects. If leakage should occur due to a readily apparent defect, HomeGuard will repair the covered roof components at no charge within thirty (30) days of notification. The exceptions and exclusions from the terms of this warranty are as follows:

1. HomeGuard Incorporated is not responsible for any interior or exterior damage caused by any leak that may develop.
2. HomeGuard Incorporated is not responsible for removal of standing water after roof work has been completed.
3. HomeGuard Incorporated is not responsible for leaks caused by vandalism, work performed by others, or acts of God.
4. HomeGuard Incorporated is not responsible for leaks caused by accumulated debris on the roof.
5. HomeGuard Incorporated is not responsible for leaks in gutter systems, sidewalls or roof area under solar systems unless specifically warranted in the repair contract.
6. HomeGuard Incorporated is not responsible for leaks that are the result of inadequate protection caused by the original manufacturer's specifications.

At no time does HomeGuard Inc. warrant the performance and/or condition of the following: proprietary roofing systems, metal/metallic roofing systems, deck coatings, corrugated roof covers, patio covers, patio decks, internal roof components, tar and gravel roofs, exterior structural components, or roof slopes under 2:12.

Claims under this warranty must be reported to HomeGuard Incorporated within three (3) days of the discovery of the leak.

AUTHORIZATION AGREEMENT

3925 Orinda Drive, San Mateo

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

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

The minimum service charge for any work is \$250. HomeGuard Incorporated will certify the repaired roof section(s) mentioned below to be leak-free for a period of 1 year after the corrective repairs noted below have been performed by HomeGuard.

Corrective items:

\$695.00

Items 2, 3, 4, 5, 6, 7

BINDING ARBITRATION PROVISION

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

OWNER OR OWNERS AGENT DATE BY: _____, HomeGuard Incorporated

X _____ ESCROW OFFICER: _____

Print Name _____ ESCROW PHONE NO: _____

X _____ ESCROW CO/NO: _____

Print Name _____

Name of person providing access _____ Phone Number _____

PLEASE BE SURE TO SIGN AND SEND ALL PAGES



Invoice Date: **4/2/2015**

Invoice No: **LIV306806R**

Invoice

Bill To:

**Steve Mogavero
Remax Starr Properties
282 Redwood Shores Pkwy
Redwood City, CA 94065**

Property Information:

Address: **3925 Orinda Drive
San Mateo CA, 94403**
Report No. **344426**
Escrow No.

Billing Information:

Inspection:	4/2/2015 Complete	\$0.00
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Notice of Completion:	\$0.00
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Other:	\$0.00
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Total Due:	\$0.00
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DUE UPON RECEIPT - Please remit to: 510 Madera Ave., San Jose, CA 95112

There is a \$25 fee for all returned checks.



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

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

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent





ISSUING OFFICE: 675 N First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1390 El Camino Real, Suite 300 ¯ San Carlos, CA 94070
(650)620-3400 ¯ FAX (650)413-5510

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Margo Adams
Title No.: FWTO-3761500356-MA

Escrow Officer: Victoria Rodrigues
E-Mail: victoria.rodrigues@ctt.com
Escrow No.: FWTO-3761500356 -VR

TO: Re/Max Star Properties
282 Redwood Shores Parkway
Redwood City, CA 94065
Attn: Steve Mogavero

PROPERTY ADDRESS(ES): 3925 Orinda Drive, San Mateo, CA

EFFECTIVE DATE: February 24, 2015 at 07:30AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Leonard H. Griffin And Sharon J. Griffin, trustees of The Griffin Family Trust Dated January 31, 2005

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

By: Read & Rcvd - 20 pgs.

X _____

X _____

Date: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 040-195-160

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6, IN BLOCK 24, AS SHOWN ON THAT CERTAIN MAP ENTITLED SAN MATEO VILLAGE UNIT NUMBER 3, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MARCH 22, 1949 IN BOOK 30 OF MAPS AT PAGE(S) 12 AND 13.

JPN 040-019-195-16

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: Public utilities
Affects: Southerly and Easterly 5 feet

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 30, 1949
Recording No: Book 1740, Page 591, of Official Records.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

6. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$63,000.00
Dated:
Trustor/Grantor: or any one of them
Trustee: Avco
Beneficiary: A.R.C. Southern California. Inc., a California Corporation
Loan No: 95095902
Recording Date: September 13, 1995
Recording No.: 95-095902, of Official Records.

EXCEPTIONS
(continued)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

7. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$537,000.00
Dated:	June 22, 2012
Trustor/Grantor:	Leonard H Griffin and Sharon J Griffin, husband and wife as joint tenants
Trustee:	U.S. Bank Trust Company, National Association
Beneficiary:	U.S. Bank National Association ND
Loan No:	00008250333378
Recording Date:	June 29, 2012
Recording No.:	2012-091788, of Official Records.

8. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 2.** Property taxes, property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:
- | | |
|--------------------|--------------|
| Tax ID No.: | 040-195-160 |
| Fiscal Year: | 2014-2015 |
| 1st Installment: | \$1,304.89 |
| 2nd Installment: | \$1,304.89 |
| Exemption: | \$7,000.00 |
| Land: | \$25,009.00 |
| Improvements: | \$108,781.00 |
| Personal Property: | \$0.00 |
| Code Area: | 12-001 |
- Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 3925 Orinda Drive, San Mateo, California, to an Extended Coverage Loan Policy.
- Note 4.** The City of San Mateo imposes a transfer tax of \$5.00 per thousand, based on the full value of the property at the time a Deed of other transfer is recorded. This is in addition to the \$1.10 per thousand County transfer tax.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

- Note 8.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: January 6, 2015

Order No.: FWTO-3761500356--VR

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

PRIVACY NOTICE

(continued)

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice.

In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

PRIVACY NOTICE

(continued)

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354 privacy@fnf.com

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ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

ATTACHMENT ONE (CONTINUED)

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule Aor
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

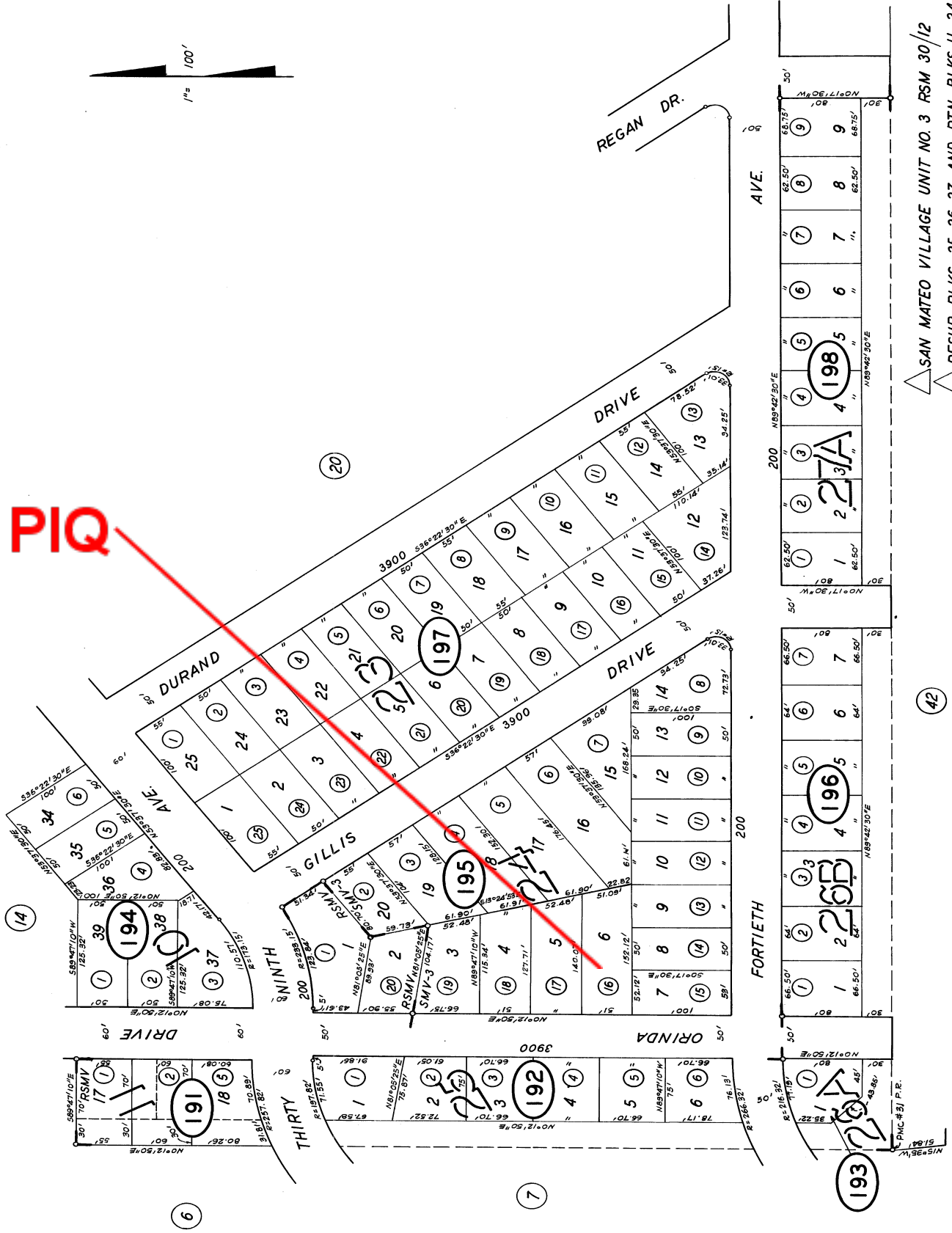
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

TAX CODE AREA

PIQ



△ SAN MATEO VILLAGE UNIT NO. 3 RSM 30/12

△ RESUB BLKS 25 26 27 AND PTN BLKS 11 24 & 28

△ SAN MATEO VILLAGE UNIT NO. 3 RSM 31/46

ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

PRELIMINARY REPORT TOP SHEET

Help us stay on top of your transaction!

WILL ANY OF THE SITUATIONS AFFECT YOUR TRANSACTION?

Are your principals exchanging this property?	☐	Yes	☐	No
Will your principals be using a power of attorney?	☐	Yes	☐	No
Are any of the parties in title deceased?	☐	Yes	☐	No
Has there been a change in marital status?	☐	Yes	☐	No
Will there be a new entity formed? ie., partnership or corporation.	☐	Yes	☐	No
Are the sellers of this property non-residents of California?	☐	Yes	☐	No

**If you answered "YES" to any of these questions,
Please call your Escrow Officer.**

Do all parties signing document have valid photo I.D. or drivers license?	☐	Yes	☐	No
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If "No", now is the time to apply for valid I.D.

This is a "Quick List", call your Escrow Officer if you have additional information that you think may be important, or if you have any questions.

**Thank you for choosing
Chicago Title Company**