



**THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF** San Jose **, COUNTY OF** Santa Clara **, STATE OF CALIFORNIA, DESCRIBED AS** 5635 Blossom Park Ln, San Jose, CA- 95118 **. 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 property.

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

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Range                                       | <input checked="" type="checkbox"/> Oven   | <input checked="" type="checkbox"/> Microwave                               |
| <input checked="" type="checkbox"/> Dishwasher                                  | <input checked="" type="checkbox"/> Trash Compactor  | <input checked="" type="checkbox"/> Garbage Disposal                        |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups                        | <input checked="" type="checkbox"/> Smoke Detector(s)  | <input checked="" type="checkbox"/> Rain Gutters                            |
| <input checked="" type="checkbox"/> Burglar Alarms                              | <input type="checkbox"/> Satellite Dish  | <input checked="" type="checkbox"/> Fire Alarm                              |
| <input type="checkbox"/> T.V. Antenna   | <input type="checkbox"/> Central Air Conditioning  | <input type="checkbox"/> Intercom   |
| <input checked="" type="checkbox"/> Central Heating                             | <input checked="" type="checkbox"/> Sprinklers   | <input type="checkbox"/> Evaporator Cooler(s)                               |
| <input type="checkbox"/> Wall/Window Air Conditioning                           | <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Public Sewers Systems                              |
| <input type="checkbox"/> Septic Tank  | <input type="checkbox"/> Built-in Barbecue   | <input type="checkbox"/> Water Softener                                     |
| <input type="checkbox"/> Patio/Decking  | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier*                                    | <input type="checkbox"/> Gazebo   |
| <input type="checkbox"/> Sauna  | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)*   | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover* | <input type="checkbox"/> Not Attached  | <input checked="" type="checkbox"/> Number of Remote Controls <u>2</u>      |
| <input type="checkbox"/> Security Gate(s)                                       | <input type="checkbox"/> Solar   | <input type="checkbox"/> Carport  |
| Garage: <input checked="" type="checkbox"/> Attached                            | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped*                                    | <input checked="" type="checkbox"/> Electric                                |
| Pool/Spa Heater: <input type="checkbox"/> Gas                                   | <input type="checkbox"/> Well  | <input type="checkbox"/> Private Utility or Other _____                     |
| Water Heater: <input checked="" type="checkbox"/> Gas                           | <input type="checkbox"/> Bottled   |   |
| Water Supply: <input checked="" type="checkbox"/> City                          | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* |   |
| Gas Supply: <input checked="" type="checkbox"/> Utility                         |  |   |
| <input checked="" type="checkbox"/> Window Screens                              |  |   |

[\* See related note, page 2]

Exhaust Fan(s) in Kitchen/Bath 220 Volt Wiring in Kitchen Fireplace(s) in Living Room  
 Gas Starter \_\_\_\_\_  Roof(s): Type: Asph Age: 19 (approx.)  
 Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition?  Yes  No. If yes, then describe. (Attach additional sheets if necessary.): \_\_\_\_\_

**Buyer and Seller acknowledge receipt of a copy of this page.**

Seller's Initials [Signature] Buyer's Initials \_\_\_\_\_

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Page 2 of 3):

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.): \_\_\_\_\_

\*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 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.

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): 2, PUD, 12, PUD, 13, PUD, 14, PUD

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   
Lisa A. DaSilva

Date 11-7-05

Seller \_\_\_\_\_  
Date \_\_\_\_\_

Seller's Initials (LD) ( ) ( )

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( ) ( )

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:

Agent notes no items for disclosure.

Agent notes the following items: See attached.

Agent (Broker Representing Seller) Access Real Estate Service By [Signature] Date 11-07-05  
(Please Print) (Associate Licensee or Broker-Signature)

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:

Agent notes no items for disclosure.

Agent notes the following items: \_\_\_\_\_

Agent (Broker obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker-Signature)

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

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

Seller Lisa A. DaSilva Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Access Real Estate Service By [Signature] Date 11-07-05  
(Please Print) (Associate Licensee or Broker-Signature)

Agent (Broker obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker-Signature)

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

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

NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.