



PRDS[®] SUPPLEMENTAL SELLER'S CHECKLIST

Supplement to Transfer Disclosure Statement

Revision Date 10/04

Print Date 8/05



www.prdforms.com

Property: 5635 Blossom Park Ln, San Jose, CA- 95118 Date: _____

THE INFORMATION ENTERED ON THIS FORM IS PROVIDED BY SELLER ONLY. (AGENTS' DISCLOSURES ARE PROVIDED ELSEWHERE.) THIS DOCUMENT IS SOLELY A SUPPLEMENTAL DISCLOSURE; IT IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, ANY PART OF THE RELATED PURCHASE CONTRACT.

CAUTION TO SELLER: California law requires that you disclose to a Buyer all material facts, of which you are aware or reasonably should be aware, bearing on the value or desirability of the Property. This supplemental form serves as an additional checklist intended to aid you in identifying, recalling and disclosing such material facts (including negative conditions that arose during prior ownerships). If you are in doubt as to whether a condition constitutes a "defect," it is always prudent to disclose and explain rather than remain silent. Full disclosure of material facts reduces the risk of subsequent disputes, claims and litigation regarding the Property. Please be aware of your obligation as Seller to be alert to, and to disclose problems and defects known by you to exist, even where they are not included in this checklist.

CAUTION TO BUYER: California law requires that you exercise reasonable care in investigating the Property, and that you take account of facts that are disclosed or otherwise known to you, or which are within your diligent attention and observation. You are strongly urged to thoroughly inspect the Property and surrounding neighborhood, carefully read and assess all disclosures and inspection reports (carefully considering inspectors recommendations of additional, specialized inspections) and to ask questions and make additional inquiries of others, including inspection professionals, that you, as Buyer, feel important. Factors relating to the Property and/or the neighborhood may affect you quite differently (positively or negatively) than they do the Sellers, whose perceptions are inevitably subjective. A property or neighborhood condition that is entirely satisfactory to a Seller might be regarded by a Buyer as an annoyance or a nuisance. Understand that this and other Seller disclosures typically reflect a Seller's non-expert, subjective perceptions of a Property, and that items noted on this form reflect only those conditions of which Seller is aware. This list almost certainly does not account for each and every possible defect and Seller's lack of awareness of a problem does not mean that none exists.

Respond To Each and Every of The Following Items

Answer "Yes" where you are aware of any material fact, condition or circumstance, past or present, relating to that item (including items that have been previously repaired), and provide details in the "Explanations" space provided for each category. If necessary, use additional pages.

1. HOUSE/LOT SIZE

- a) Approximate lot size: PUD UNKNOWN Source: _____ County _____
- b) Approximate house square footage: 1224 UNKNOWN Source: _____ County _____
- c) Approximate age of the house: 19 UNKNOWN Source: _____ County _____
- d) How many years have you owned the Property?: 6 Lived in the Property?: 6

2. ALTERATIONS: Account for all remodeling work, repairs and alterations done by you (and those done, to your knowledge, by prior owners or any other person.)

<i>Nature of Work</i>	<i>Approximate Completion Date</i>	<i>Seller has Permit Documentation* (Complete or Otherwise)</i>	<i>Seller has Other Documentation</i>
a) <u>NONE</u>	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No*
c) _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For example: copies of permits (including "final" permit sign-offs), inspection reports and worksheets, bids and plans

Seller's Initials (BC) (_____)

Buyer's Initials (_____) (_____)

Answer each of the following questions.

Answer YES to any of the items if you are aware of any condition or circumstance, whether past or present, and whether or not previously repaired, relating to that item. Whenever an item is checked "YES" explain in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

3. **FOUNDATION/BASEMENT/CRAWL SPACE/SOILS/RETAINING WALLS** YES NO
- a) Are you aware of any cracks, patches or repairs in the foundation, retaining walls or any other part of the structure? YES NO
 - b) Are you aware of any soils problems, such as settlement, movement, cracking, slippage or instability? YES NO
 - c) Are you aware of any settlement, movement, cracking, bowing, tilting, rotation or deterioration of foundation members, retaining walls or other structural elements YES NO
 - d) Are you aware of any settlement, movement, cracking, shifting, separation or sub-surface erosion as to walkways, patios, swimming pool or other decking, or any other pavement or hardscape? YES NO
 - e) To your knowledge, has any landfill, grading, "cut and fill", compaction or other soils work taken place at the Property? YES NO
- Explanations (If "yes" is checked on any of the above, please explain below):

4. **INTERIOR SURFACES/ELEMENTS** YES NO
- a) Are you aware of any interior cracks (e.g., to ceiling, walls, around windows, etc.)? YES NO
 - b) Are you aware of any patching or repair of any interior cracks? YES NO
 - c) Are you aware of any squeaking, sloping or out-of-level floors? YES NO
 - d) Are you aware of any stains, warping, cupping, chipping, cracking, sponginess, water damage or other defects relating to hardwood (or other wood), tile, linoleum or any other flooring surface? YES NO
 - e) Are you aware of any windows that stick or bind, that fail to either latch, open or close with relative ease, or that otherwise fail to operate properly (whether continuously or only seasonally)? YES NO
 - f) Are you aware of any glass in any interior door (including shower door) or interior window that is not "safety glass"? YES NO
 - g) Are you aware of any doors that stick or bind, are out of plumb, fail to open or close with relative ease, or that otherwise fail to operate properly (whether continuously or only seasonally)? YES NO
 - h) Are you aware of any defect (including seal failure) regarding any dual-pane or thermo-pane windows? YES NO
 - i) Are you aware of any damage or defect (e.g., stains, spots, tears or odors) regarding any installed carpeting? YES NO
- Explanations (If "yes" is checked on any of the above, please explain below):

44) Stains worry Pet stains.

5. **SURFACE/SUBSURFACE WATER/MOISTURE CONTROL** YES NO
- a) To your knowledge, does there presently exist, or are you aware of any history of, any standing or ponding water or periodic or persistent dampness or moisture, in any sub-areas or elsewhere on the Property? YES NO
 - b) Are you aware of any past or present flooding (even minor water intrusion) into the garage, basement or sub-areas? YES NO
 - c) To your knowledge, has any other part of the Property suffered any flooding or drainage problems? YES NO
 - d) To your knowledge, has any drainage systems (e.g. french drains, curtain drains), sump pumps, fans, or dry wells ever been installed at the Property? YES NO
 - e) To your knowledge, does a spring, high water table, sub-surface stream or aquifer, or any other natural source of water, exist on, or affect, the Property? YES NO
- Explanations (If "yes" is checked on any of the above, please explain below):

6. **ROOF/GUTTERS/SIDING** YES NO
- a) To your knowledge, have there been any blockages, or other failures, of downspouts, gutters, fixed or imbedded gutter extensions or storm drains? YES NO
 - b) Are you aware of the occurrence of any past or present leaks from or through roof, siding, windows, skylights, gutters, downspouts, eaves, awnings or other areas? YES NO
 - c) To your knowledge, has any, roof repair, restoration, replacement (full or partial) or other work been undertaken? YES NO
 - d) What is the approximate age of the roof? _____ years
- Explanations (If "yes" is checked on any of the above, please explain below):

sign here

7. **HEATING SYSTEM/AIR CONDITIONING** YES NO
- a) Describe the type of heating system in the Property. (If there are multiple systems, account for each throughout this Paragraph 7.) Central Heating
 - b) Have you encountered, or are you aware of, any problems with any aspect of the heating system? YES NO
 - c) Are any bedrooms or other major rooms not directly served by a heating duct? (If so, which rooms)? YES NO
 - d) What is the approximate age of the heating system? 11 years
 - e) When was the heating system last serviced, and by whom? _____
 - f) Does the Property have a central air conditioning system? (If there are multiple systems, account for each with respect to all issues and inquiries raised by this Paragraph 7.) YES NO
 - g) Have you ever encountered, or are you aware of any problems with, any aspect of the air conditioning system? YES NO
 - h) What is the approximate age of the air conditioning system? _____ years
 - i) When was the air conditioning system last serviced, and by whom? _____
 - j) If the Property is served by propane, are you aware of any past or present problems with that system? YES NO
- Explanations (If "yes" is checked on any of the above, please explain below):

sign here

Seller's Initials (AS) (_____)

Buyer's Initials (_____) (_____)

Answer each of the following questions.

Answer YES to any of the items if you are aware of any condition or circumstance, whether past or present, and whether or not previously repaired, relating to that item. Whenever an item is checked "YES" explain in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

8. ELECTRICAL FIXTURES/APPLIANCES

YES NO

- a) To your knowledge, have any electrical fixtures, devices or installed appliances (including, e.g., central vacuum, instant hot water) ever failed to perform properly or have any undergone repairs?
b) To your knowledge, do lights ever dim, e.g., during use of multiple appliances?
c) To your knowledge, has the electrical system encountered any blown fuses, tripped circuit breakers or any other problem, or undergone any repair or modification?
d) Have you yourself, or has any unlicensed worker or contractor, undertaken any electrical repair, wiring, installation or other electrical work at the Property?

Handwritten YES/NO responses for items a-d.

Explanations (If "yes" is checked on any of the above, please explain below):

9. ELECTRONICS/NETWORKS/TELEPHONE DEVICES AND SYSTEMS

YES NO

- a) Does the Property have a television antenna?
b) Are cable television lines presently installed and hooked up to a cable television service provider?
c) If cable television is not presently set up at the property, are you aware of the availability of commercial cable television service at your location?
d) Is a satellite receiver (or "dish") affixed and wired into the Property?
e) Do any abandoned or unused cable or satellite systems remain at the Property?
f) Are you aware of any electronic interference to your television, radio, cell phones, etc., from neighboring transmitters, ham radio operators or other sources?
g) How many individual telephone lines (separate telephone numbers) are wired into the Property?
h) Is the Property wired and equipped with an integrated telephone system(s) (e.g., systems incorporating telephone, intercom, radio, other functions)?
i) Is the Property wired and equipped for high-speed data line service?
j) Does the Property have a built-in alarm system?
k) Have you experienced any system failure caused false alarms or other defects?
l) If applicable, name of alarm system provider used (if any)
m) Is the Property equipped with a video surveillance system?
n) Is the Property equipped with automatic security lighting?
o) Is the Property equipped with electronically activated gates?
p) Is the Property equipped with an intercom system?
q) Is the Property equipped with built-in sound or entertainment systems?
r) Describe and explain below any system failure or other problem, past or present, and whether or not previously repaired, regarding any item listed above (g-q) in this Paragraph 9.

Handwritten YES/NO responses for items a-r.

Explanations (If "yes" is checked on any of the above, please explain below):

10. WATER SUPPLY/PLUMBING (INCLUDING NATURAL GAS AND PROPANE) SYSTEMS

YES NO

- a) Are you aware of any past or present plumbing (including natural gas or propane) leakage or other problems or repairs?
b) When was any part of the plumbing system last serviced?
c) Have you yourself, or has any unlicensed worker or contractor, undertaken any repair, installation or work relating to water or natural gas or propane lines at the Property?
d) Are you aware of any past or present episode of flooding of any part of the interior of the Property?
e) Have you experienced high or low water pressure problems at the Property?
f) Have you experienced any problem with water supply, purity, quality or taste?
g) Have you experienced excessive delays in drawing hot water to any faucet?
h) Have you experienced any rust, sediment or discoloration in your water?
i) Is the Property equipped with a water softener?
j) Is the Property equipped with a purification system?
k) Have, to your knowledge, any plumbed appliances (e.g., refrigerator ice maker/water dispenser, instant hot water) or other plumbing-related systems failed to operate properly?
l) Is the Property equipped with a hot water re-circulating system?
m) Is your water supply fluoridated?

Handwritten YES/NO responses for items a-m.

Explanations (If "yes" is checked on any of the above, please explain below):

11. PRIVATE WATER SYSTEM/WELL Not Applicable

YES NO

- a) Is the Property served by a private water system that includes other users?
b) Do you have documents setting forth permits, approvals, usage fees and maintenance?
c) Is the Property served by a well?
d) Have you experienced any problem with supply, purity, quality or taste of water from any well or private water system?

Handwritten YES/NO responses for items a-d.

Seller's Initials

Buyer's Initials

Answer each of the following questions.

Answer YES to any of the items if you are aware of any condition or circumstance, whether past or present, and whether or not previously repaired, relating to that item. Whenever an item is checked "YES" explain in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

SWIMMING POOL/SPA (continued)

- c) Are you aware of any repairs having been done to the pool or spa? YES NO
- d) Are you aware as to whether a pool at the Property has been filled in, removed or otherwise abandoned or eliminated? YES NO
- e) Does the pool have a heating system? Gas Electric Solar Other YES NO
- f) When was the pool heater last utilized?
- g) If the pool or spa has had regular maintenance, please identify the service provider, frequency, and last date serviced. _____

Explanations (If "yes" is checked on any of the above, please explain below):

17. PETS/ANIMALS

YES NO

- a) Are you aware of the prior or present existence of pets at the Property? If yes, indicate type, number, and when they were present at the Property? YES NO
- b) Are you aware as to whether at any time any animal urine or feces has come into contact with carpeting or any other interior surface of the Property? YES NO
- c) Are you aware of any staining, spotting, discoloration, warping or any other damage to carpets, hardwood or other flooring, or any other surface, relating to animal urine or feces? YES NO
- d) Are you aware of any present, past or seasonal (e.g., during warm temperatures) odors at the Property relating to animals? YES NO
- e) To your knowledge, have there ever been any ticks, fleas or other pet-related insect problems at the Property? YES NO
- f) Are you aware of any treatment or process employed to eradicate pet-related odors, stains or other problems? YES NO

Explanations (If "yes" is checked on any of the above, please explain below):

17. 2 dogs last 17 ft. Household Cleaner.

18. NEIGHBORHOOD CONDITIONS

YES NO

- a) Is the Property situated on or near a bus route? YES NO
- b) Is noise related to vehicular traffic, including bus traffic, noticeable at the Property? YES NO
- c) Do problems with any traffic congestion, excess speed, hampered driveway ingress or egress, limited or congested on-street parking, or other road-related difficulties exist at or near, or do they otherwise affect, the Property? YES NO
- d) Is railroad, train, light rail, BART, or other rail traffic noticeable at the Property? YES NO
- e) Is aircraft noticeable at the Property? YES NO
- f) Is noise from schools or parks noticeable at the Property? YES NO
- g) Do any local business, recreational, commercial or institutional (e.g., day care, religious, residential care or "group") facilities create noise, litter, traffic/parking congestion, night activities or other annoyances noticeable at the Property? YES NO
- h) Do any local entertainment complexes, amphitheaters or other venues create noise litter, traffic/parking congestion, night activities or other annoyances noticeable at the Property? YES NO
- i) Do local events, gatherings or traditions (e.g., parades, block parties, holiday decorations, sporting events) create noise, litter, traffic/parking congestion, night activities or other annoyances noticeable at the Property? YES NO
- j) Is barking and/or are other noises from dogs, cats or other animals noticeable at the Property? YES NO
- k) Has the presence in your neighborhood of birds (e.g., pigeons, seagulls), rodents or other animals, including both feral and domesticated animals, caused or constituted an annoyance or nuisance at the Property? YES NO
- l) Are other neighborhood noises (e.g., loud music, construction equipment, shouting, air condensers and other noisy appliances, generators, pool equipment, late-night parties, sporting or other events) noticeable at the Property? YES NO
- m) Are there odors from or in the neighborhood that have been noticeable at the Property? YES NO
- n) Is there a neighborhood litter or debris problem that reflects on, or otherwise affects, the Property? YES NO
- o) Are you aware of any burglaries, assaults or other crimes in the neighborhood within the last three years? YES NO
- p) Are you aware of any Property or neighborhood conditions or circumstances beyond those referred to above that might reasonably affect the value or desirability of the Property? YES NO
- q) Have you, or to your knowledge has anyone in your neighborhood or household, ever complained to governmental authorities or others regarding any neighborhood condition, including those listed in this Paragraph 18? YES NO

Explanations (If "yes" is checked on any of the above, please explain below):

18. bus street to school

19. ENVIRONMENTAL ISSUES

YES NO

- a) Are you aware of the presence of any asbestos (e.g., in sprayed ceiling materials, furnace ducting, etc.) at the Property? YES NO
- b) Are you aware of the past or present disposal, leakage or spills on or near the Property of motor oil, heating oil, solvents or other hazardous chemicals or substances, or the existence (and any known leakage, failure or other failure) of any above-ground or underground storage tank ("UST") located on or near the Property? If yes, describe present status and details regarding any remediation or clean up YES NO
- c) Are you aware of the presence on the Property of any UST ever containing heating oil, gasoline/diesel or any other fluid? YES NO
- d) Are you aware of the removal from the Property of any previously buried or unburied storage tank? If yes, please provide details, date, regarding circumstances and public agency involvement. YES NO
- e) Are you aware of any toxic or hazardous material leakages or spills within a half-mile of the Property? YES NO
- f) Are you aware at the Property of lead-based paint, any lead paint residue or any other lead material? YES NO
- g) Are you aware of the past or present existence at the Property of any mold, fungus or spores? YES NO

Seller's Initials () ()

Buyer's Initials () ()

Answer each of the following questions.

Answer YES to any of the items if you are aware of any condition or circumstance, whether past or present, and whether or not previously repaired, relating to that item. Whenever an item is checked "YES" explain in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

ENVIRONMENTAL ISSUES (continued)

- h) Are you aware of any environmental inspections or tests undertaken relative to any exterior part of the Property?
i) Are you aware of any odors at the Property whether persistent, recurrent, occasional or seasonal?
j) Are you aware of any present or prior use of the Property as a site or facility (e.g., "lab") used for the manufacture, storage, disposal, release, use or sale of illegal controlled substances, and/or any chemicals or substances used in the manufacture or preparation thereof?

Handwritten initials and marks next to questions h, i, and j.

Explanations (If "yes" is checked on any of the above, please explain below):

20. GOVERNMENTAL ISSUES/HOMEOWNER ASSOCIATION ISSUES

YES NO

- a) Are you aware of the existence of any special (e.g., seismic, flood, coastal) zone that covers the Property?
b) Are you aware of the existence or pendency of any applicable rent control ordinance?
c) Are you aware of any current bonds, fees or assessments that do not appear on the Property's tax bill?
d) Are you aware of any proposed or contemplated bonds, fees or assessments that would, if enacted, apply to the Property?
e) Are you aware of any restrictions on use of the Property other than those imposed by zoning laws or CC&Rs?
f) Are you aware of any existing or contemplated building (or other) moratoria that would apply to the Property?
g) To your knowledge, is any Property-related application, certification, inspection or investigation by any governmental authority currently pending or contemplated?
h) Are you aware of the existence or pendency of any stop work order, or notice of code or other violation or dangerous condition?
i) Are you aware of any government-imposed requirement or order that brush, trees, grass or other vegetation at the Property be cleared, or that flammable materials be removed?
j) Are you aware of any government-mandated tree (or other landscaping) planting, tree removal or cutting restrictions, removal or replacement program that would affect the Property?
k) Are you aware of whether any part of the Property falls under provisions of the Williamson Act (tax-benefited covenant to hold and maintain certain properties as agricultural lands)?
l) Are you aware of any ongoing or contemplated eminent domain, condemnation or annexation process or proceedings relating to the Property?
m) Are you aware as to whether or not the Property's school district mandates the busing of students?
n) Are you aware of any current or contemplated construction, reconfiguration, conversion or closure of any nearby schools?
o) Are you aware of any ongoing or contemplated construction, reconfiguration or closure relating to nearby roadways?
p) Are you aware of any ongoing or contemplated removal or emplacement of any nearby traffic signals or signs?
q) Are you aware of any ongoing or contemplated construction, reconfiguration or closure of nearby parks/recreational facilities?
r) Is the Property situated in an unincorporated area of the County?

Handwritten 'YES' and 'NO' responses for each item in section 20.

Explanations (If "yes" is checked on any of the above, please explain below):

21. TITLE/OWNERSHIP/LITIGATION

YES NO

- a) Are you aware of any person who, though not currently an owner of record, nevertheless claims an ownership interest in, or right to possess, the Property?
b) Are you aware of any ongoing or contemplated legal proceedings (e.g., probate, trust, guardianship, quiet title, specific performance) relating to the Property?
c) Do you have or intend to utilize a power of attorney in conjunction with the sale of the Property?
d) Is the access road to the Property a private road? If yes, indicate whether there is a written road maintenance agreement recorded for the Property, and explain how the road is maintained.
e) Are you aware of any use (e.g., as a pathway, driveway, landscaping, etc.), continuous or otherwise, made at or of the Property by any other person?
f) Are you aware of any claims made by others of any license, easement (including prescriptive easement) or other right or entitlement relating to the Property?
g) Are you aware of the existence of any unrecorded deed, road maintenance agreement, water usage agreement or other agreement or instrument relating to the Property?
h) Are you aware of any lease or rental agreement that is, or is claimed to be, currently in effect?

Handwritten 'YES' and 'NO' responses for each item in section 21.

Explanations (If "yes" is checked on any of the above, please explain below):

22. HOME OWNER'S INSURANCE COVERAGE AND CLAIMS HISTORY

YES NO

- a) Within the past five years have you or, to your knowledge, has any prior owner, made any claim relating to a plumbing leak or other water release, water intrusion, property damage, personal injury, or any other matter, against a Home Owner's Insurance policy (i.e., fire and/or other property and personal casualty policy) covering the Property?
If "Yes," please identify the following as to each claim (use additional pages, if necessary):
1) name of claimant
2) insurance company and policy number
3) approximate date of the claim
4) nature of the claim, and how resolved, if known
b) Has, to your knowledge, any insurance company, within the past five years, refused to issue to you or renew for you a Home Owner's Insurance policy covering the Property?

Handwritten 'YES' and 'NO' responses for each item in section 22.

Seller's Initials (Handwritten Signature)

Buyer's Initials () ()

Answer each of the following questions.

Answer YES to any of the items if you are aware of any condition or circumstance, whether past or present, and whether or not previously repaired, relating to that item. Whenever an item is checked "YES" explain in detail on the lines at the end of the relevant category. (If necessary, use additional pages.)

HOME OWNER'S INSURANCE COVERAGE AND CLAIMS HISTORY (continued)

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

- 1) approximate date of such refusal
2) the insurance company involved
3) the basis of the refusal, if known

c) Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance?

Handwritten marks: a box with 'A' and a checkmark.

Explanations (If "yes" is checked on any of the above, please explain below):

Horizontal line for explanation.

23. GENERAL

YES NO

- a) Are you aware of any death, natural or otherwise, having occurred on the Property within the past three years?
b) Are you aware of the existence of any current or prior inspection reports, termite/structural pest control reports, contractor estimates/bids or other documents (not otherwise accounted for above) relating to the structure, condition, repair or contemplated repair, or contemplated improvement of the Property?
c) Are you aware of any problem, defect, deficiency, malfunction or other negative condition or attribute of the Property other than what you have disclosed?

Handwritten 'YES' and 'NO' responses for items a, b, and c.

Explanations (If "yes" is checked on any of the above, please explain below):

Horizontal line for explanation.

24. ADDITIONAL INFORMATION (Use additional sheet, if necessary)

Multiple horizontal lines for additional information.

Seller certifies that the information set forth in this document is true and correct to the best of Seller's knowledge as of the date signed below:

Date: 11-7-05 Seller: Lisa A. DaSilva

Buyer hereby acknowledges receipt of a copy of this document:

Date: Buyer: Buyer:



**CERTIFICATION OF COMPLIANCE WITH WATER HEATER,
SMOKE DETECTOR REQUIREMENTS**



Property:

5635 Blossom Park Ln, San Jose, CA- 95118

WATER HEATER COMPLIANCE

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller is advised that different or additional requirements may be imposed by local ordinance. Seller is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

Seller hereby certifies that the Property is presently in compliance, or by close of escrow shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.

Date: 11-7-05

[Signature]
Seller Lisa A. DaSilva

Seller

SMOKE DETECTOR COMPLIANCE

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title, required to be equipped with operable smoke detectors of the type and in a manner specified by the State Fire Marshall. **& Exceptions to this requirement are generally the same as those applicable to Transfer Disclosure Statements.** Compliance must be certified by close of escrow. Health & Safety Code section 13113.7, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detectors should be located for optimal performance and for full code compliance.

Seller hereby certifies that the Property is presently in compliance, or by close of escrow shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke detectors.

Date: 11-7-05

[Signature]
Seller Lisa A. DaSilva

Seller

Buyer hereby acknowledges receipt of a copy of the above certification(s).

Date: _____

Buyer

Buyer



**PRDS® D DISCLOSURE REGARDING REAL ESTATE
AGENCY RELATIONSHIPS (Page 1 of 2)**
(As required by the Civil Code)



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

FORM NEEDS TO BE COMPLETED AND PROVIDED AS FOLLOWS:

- | | |
|--|---|
| a) Listing Agent to the Seller before entering into a listing agreement; | b) Buyer's Agent to the Buyer as soon as practicable before signing an offer; |
| c) Buyer's Agent to the Seller before presenting an offer; | d) Listing Agent, when acting as a dual agent, to the Buyer as soon as practicable before the Buyer signs an offer. |

SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the Property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Section 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse side hereof. Read it carefully.

If the transaction involves one-to-four dwelling residential property(s), including a mobile home, this Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year.

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

BUYER <input checked="" type="checkbox"/> SELLER	<u>Lisa DaSilva</u>	Date	<u>11-7-05</u>	Time	_____	AM	PM		
BUYER <input type="checkbox"/> SELLER	_____	Date	_____	Time	_____	AM	PM		
AGENT	Access Financial & R.E.S.I.	by	<u>Willie King</u>	Date	<u>11-7-05</u>	Time	_____	AM	PM
		(Associate Licensee or Broker-Signature)							
BUYER'S AGENT	_____	by	_____	Date	_____	Time	_____	AM	PM
(before presenting offer)		(Associate Licensee or Broker-Signature)							
SELLER	<u>Lisa DaSilva</u>	Date	<u>11-7-05</u>	Time	_____	AM	PM		
Lisa A. DaSilva									
(before presentation of offer)									
SELLER	_____	Date	_____	Time	_____	AM	PM		
(before presentation of offer)									

CHAPTER 2 OF TITLE 9 OF PART 4 OF DIVISION 3 OF THE CIVIL CODE

- 2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
 - (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
 - (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
 - (d) "Dual agent" means an acting agent, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
 - (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
 - (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
 - (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
 - (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
 - (i) "Offer to purchase," means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
 - (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
 - (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
 - (l) "Sell", "sale", or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and the buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
 - (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent of behalf of another. "Seller" includes both a vendor and a lessor.
 - (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
 - (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.
- 2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:
- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
 - (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
 - (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
 - (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.
- 2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.
- 2079.17
- (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
 - (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- (a) The confirmation required by subdivisions (a) and (b) shall be in the following form:
- | | |
|---|--|
| _____ is the agent of (check one): | _____ is the agent of (check one): |
| (Name of Listing Agent) | (Name of Selling Agent if not the same as the Listing Agent) |
| <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and the seller. | <input type="checkbox"/> the buyer exclusively; or <input type="checkbox"/> the seller exclusively; or <input type="checkbox"/> both the buyer and the seller. |
- (b) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.
- 2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.
- 2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
- 2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
- 2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
- 2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.
- 2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
- 2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associates licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.