



ADDENDUM: REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address:

City:

THIS FORM SUPPLEMENTS THE REQUIREMENTS OF CIVIL CODE 1102 AND IS DESIGNED TO GIVE THE BUYER ADDITIONAL INFORMATION REGARDING THE PROPERTY.

BUYER'S RIGHTS (Transferee)

If any disclosure, or any material amendment of any disclosure required to be made by this article, is delivered after the execution of an offer to purchase, the transferee shall have three (3) days after delivery in person or five (5) days after delivery by deposit in the mail, to terminate his or her offer by delivery of a written notice of termination to the Transferor or the Transferor's Agent. (CALIFORNIA CIVIL CODE 1102, ET SEQ.)

THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS MADE BY THE AGENT(S), IF ANY.

ADDITIONS/ALTERATIONS

- A. Are you aware of any structural additions, alterations or modifications including pool, spa, solar system, and any outbuildings made to the property by the former owners? Yes No
If Yes, explain type/kind _____
- Were these done with building and/or zoning permits? Yes No Was final inspection made? Yes No
- B. Have there been any structural additions, alterations or modifications including pool, spa, solar systems, and any outbuildings made to the property by you? Yes No
If Yes, explain type/kind _____
- Were these done with building and/or zoning permits? Yes No Was final inspection made? Yes No
- C. Have there been any installation, alteration, repair or replacement of significant components of the structure to the (roof, heating systems, electrical systems, plumbing systems, etc.) by you or by former owners, if you are aware? Yes No
If Yes, explain type/kind _____
- Were these done with building and/or zoning permits? Yes No Was final inspection made? Yes No

ARE YOU (SELLER) AWARE OF ANY OF THE BELOW CONDITIONS THAT COULD AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY?

- 1. Any leased equipment or appliances? Yes No
- 2. Any insulation? Yes No
- 3. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source? Yes No
Location(s): _____
If Yes, what was done to correct? _____
- 4. Is water directed away from structure? Yes No
If Yes, specify how (i.e. drainage system, splash blocks, other method) _____
- 5. Are there any loans secured by the property where Notice(s) of Default have been recorded? Yes No
- 6. Any criminal activity on the property or in the neighborhood at any time? Yes No
- 7. Any applicable rent control ordinances? Yes No
- 8. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)? Yes No
- 9. Any deaths on the property in the last three years? Yes No
- 10. Are there any outstanding bonds or assessments? Yes No
- 11. Are you aware of any proposed or special assessments by Homeowner's Association? Yes No
- 12. Any existing, pending or potential legal actions concerning the property or the Homeowner's Association? Yes No
- 13. Any "common area" problems? Yes No
- 14. Is property currently leased? If so when does lease expire? _____ Yes No
- 15. Does anyone have a first right of refusal to buy, option, or lease the property? Yes No
- 16. Any standing, collection or pending water on property? Yes No
- 17. Vapor or moisture barrier (plastic covering in the sub area)? Yes No
- 18. Multiple dwellings? Number of legal units _____ Yes No
- 19. Is the property located in a flood or special studies zone? Yes No
- 20. Is the property located near or in the vicinity of any transmissions electric power lines? Yes No
- 21. Any hardwood floors? Location: _____ Yes No
- 22. Is the property subject to any unusual and recurrent odors, such as from sewage treatment or commercial chemical plants, animal or pet odors, etc.? Yes No
- 23. Proposed or approved changes in neighborhood conditions or facilities, such as street closures, new construction (residential commercial, etc.), school closures/openings, zoning changes, etc.? Yes No
- 24. Unused/abandoned septic tanks or wells? Yes No
- 25. Plumbing leaks around and under sinks, toilets, showers, bathtubs, and lavatories? Yes No
- 26. Below normal water pressure in your water supply lines (normal is 50 to 70 lbs.)? Yes No
- 27. Excessive rust stains in tubs, lavatories and sinks? Yes No
- 28. Damaged or malfunctioning electrical receptacles or switches? Yes No
- 29. Any defects, malfunctioning, or illegal installation of electrical equipment in our outside the house? Yes No
- 30. Are there any extension cords stapled to baseboards, underneath carpets, rugs, or supplying electricity on the premises? Yes No
- 31. A "Mello-Roos" Community Facilities District can levy a special tax to be used to support the sale of tax-exempt bonds for various capital improvements and/or local schools. A special tax can be levied for a specified period of time. (See Page 4 - Mello-Roos Levy)
Are you (Seller(s)) aware of any special tax? Yes No
- 32. Was your residential home or 1-4 unit property built prior to Jan 1, 1960, or was your commercial property built prior to Jan 1, 1975? (See Page 4 for the "The Homeowner's Guide to Earthquake Safety" and "The Commercial Property Owner's Guide to Earthquake Safety.") Yes No

SELLER Marion Boyce DATE 8-16-09 BUYER _____ DATE _____
 SELLER Marion Boyce DATE 8-17-09 BUYER _____ DATE _____



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33. Any other conditions that could affect the value or desirability of the property?..... Yes No
 If the answer to any of the preceding is Yes, explain. (Attach additional sheets if necessary)

Federal Tax Withholding: Under the Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, unless an exemption applies, every Buyer of U.S. real property must deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions are: No withholding is required if (a) Seller provides Buyer with an affidavit under penalty of perjury, that the Seller is not a "foreign person," or (b) Seller provides Buyer with a "qualifying statement" issued by the Internal Revenue Service, (c) if Buyer purchases real property for use as a residence and the purchase price is \$300,000.00 or less and if Buyer or a member of Buyer's family has definite plans to reside at the property for at least 50% of the number of days it is in use during each of the first two twelve-month periods after transfer.

34. Is the real property or any interest therein owned by a foreign person?..... Yes No
California Tax Withholding: California Internal Revenue Code Sections 18805 and 18815 require that when a Seller's last known address is outside California at the time or transfer of their California real property, or the escrow funds are distributed to a depository outside California, then the Buyer(s) must withhold a tax equal to 3 1/3% of the sales price. The money is then held in a special trust account. Certain exceptions can apply to this law including, but not limited to, the Seller(s) signing a written certificate under penalty of perjury that the property is their principal residence or the sale price not exceeding \$100,000.00. Escrow holders are required to notify Buyer(s) of their obligation to withhold the 3 1/3% tax. Buyer(s) may be subject to a penalty for failure to withhold. Please review this matter with your own lawyer or tax consultant to determine the applicability of this tax withholding program to your transaction.

35. Do you (Seller) reside outside California?..... Yes No

36. Reports, Inspections or Estimates

Were any of the following reports, inspections or repair estimates made for you, previous owner(s) or prospective buyer(s)?
 If Yes, please describe all by type and approximate date(s) and indicate if copies are available.

| | Subject | Describe (i.e., written report, oral estimate) | Available? |
|-------------------------------------|---|--|-------------------------------------|
| <input type="checkbox"/> | Pest Control | | <input type="checkbox"/> |
| <input type="checkbox"/> | Structural/Engineering | | <input type="checkbox"/> |
| <input type="checkbox"/> | General House Inspection | | <input type="checkbox"/> |
| <input type="checkbox"/> | Appliance | | <input type="checkbox"/> |
| <input type="checkbox"/> | Fireplace | | <input type="checkbox"/> |
| <input type="checkbox"/> | Roof | | <input type="checkbox"/> |
| <input type="checkbox"/> | Pool/Spa | | <input type="checkbox"/> |
| <input type="checkbox"/> | Well | | <input type="checkbox"/> |
| <input type="checkbox"/> | Septic | | <input type="checkbox"/> |
| <input type="checkbox"/> | Plumbing | | <input type="checkbox"/> |
| <input type="checkbox"/> | Heating | | <input type="checkbox"/> |
| <input type="checkbox"/> | Air Conditioning | | <input type="checkbox"/> |
| <input type="checkbox"/> | Survey | | <input type="checkbox"/> |
| <input type="checkbox"/> | Soils/Drainage | | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Geologic | disclosure source | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | Energy Audit | | <input type="checkbox"/> |
| <input type="checkbox"/> | Environmental Hazards (i.e. Asbestos, Radon, etc.) | | <input type="checkbox"/> |
| <input type="checkbox"/> | Electromagnetic Fields | | <input type="checkbox"/> |

RE REALTY EXPERTS RECOMMENDS THAT BUYER OBTAINS A COPY OF ALL EXISTING REPORTS, INSPECTIONS OR REPAIR ESTIMATES. IF BUYER WANTS A COPY OF ANY DOCUMENT LISTED ABOVE, BUYER SHOULD REQUEST A COPY IN WRITING

37. **Supplemental Information:** In addition to the disclosure statements made herein, the following facts are known or suspected, which may materially affect the value or desirability of the subject property, now or in the future:

Real Estate Transfer Disclosure Statement Addendum to Agent Inspection

Buyer understands that the Real Estate Transfer Disclosure Statement is not a substitute for property inspections by professionals, including but not limited to engineers, general contractors, licensed tradesmen, structural pest control operators, and asbestos, radon, chimney, formaldehyde, or toxic inspectors, and Buyer has the opportunity to retain and pay for such professionals as believed to be appropriate. Buyer understands and acknowledges that RE Realty Experts and its agents do not warrant the condition of the property and cannot guarantee that defects have been disclosed by Seller. Seller agrees to hold RE Realty Experts and its agents harmless and to defend and indemnify them from any claim demand, action, or proceeding resulting from any answer or omission by the Seller in the property disclosure statement.

All parties acknowledge that Broker(s) will not be investigating building permits, code, or zoning compliance. Buyer understands that Broker(s) did not measure square footage and did not visually inspect attic, crawl space or roof; beneath or behind carpets, furniture, pictures, appliances, plants, decks, sheds, or any other personal property when performing an inspection of the property.

Buyer has personally performed a competent diligent inspection of the property. Discrepancies and exceptions to the Seller's and/or agent's statement and remarks, if any, are noted by the Buyer below.

SELLER CERTIFIES THAT THE INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF THE SELLER'S KNOWLEDGE. HAS READ AND UNDERSTANDS ALL FOUR PAGES OF THIS ADDENDUM TO THE R.E.T.D.S.

SELLER Marisa Boyce DATE 8-16-09
 SELLER Marisa Boyce DATE 8-17-09

BUYER HAS READ AND UNDERSTANDS ALL FOUR PAGES OF SELLER THIS ADDENDUM TO THE R.E.T.D.S

BUYER Marisa Boyce DATE 8-17-09 MRB
 BUYER _____ DATE _____