



Receipt of Disclosures and Reports

Property Address: 192 Barranca Ter, Sunnyvale, CA 94086

Agents - Prior to making an offer, please have your clients acknowledge receipt of the following disclosures by signing and dating this document and return it with your offer. Please make certain that you have the most current version of the disclosure package. Package preparation date for this package is 07/18/2025. Thank you!

Please use Juliana Lee Team as the Listing Agent (DRE#: 70010194) when submitting offer contracts.

Please Note: Agent has not investigated any information provided by Third Parties. Buyer to investigate.

Disclosures:

1. JLee Realty Receipt of Disclosures and Reports (2 pages)
2. PRDS Disclosure Regarding Agency Relationships - Seller (2 pages)
3. Additional Agent Acknowledgement (1 page)
4. PRDS Real Estate Broker Square Footage and Lot Size Advisory (1 page)
5. PRDS Transfer Disclosure Statement (3 pages)
6. PRDS Supplemental Seller's Checklist (15 pages)
7. PRDS Listing Agent Visual Inspection Disclosure (2 pages)
8. PRDS Certification of Compliance with Water Heater, Smoke Alarm, Carbon Monoxide Device Requirements (1 pages)
9. PRDS Advisory Regarding Market Conditions, Multiple and Non-Contingent Offers (2 pages)
10. PRDS Possible Representation Of More Than One Buyer Or Seller - Disclosures And Consent (1 page)
11. PRDS California Consumer Privacy Act Advisory - Seller (1 page)
12. PRDS Fair Housing Laws and Discrimination Advisory (2 pages)
13. CAR Wire Fraud and Electronic Funds Transfer Advisory (1 page)
14. CAR Representative Capacity Signature Disclosure - Seller (if applicable) (2 pages)

Signed by:
Seller: Kartik Dnyar (Trustee)
74A7E59936E04AD...

Buyer: _____

15. PRDS Advisory For Property Owned by a Trust (if applicable) (2 pages)
16. PRDS San Mateo and Santa Clara Counties Advisory (18 pages)
17. CAR Seller's Affidavit of nonforeign Status (FIRPTA) (2 pages))
18. PRDS Advisory Regarding New Federal Requirement Geographic Targeting Order (1 page)
19. CAR Buyer Homeowners' Insurance Advisory (1 page)
20. CAR Megan's Law Database Disclosure (if applicable) (1 page)
21. Natural Hazard Disclosure Report Signature Page (1 page)
22. EPUBD Cover Page (1 page)
23. Advisory And Disclosure Regarding The Use Of A Construction And/Or Remodel Contractor- (2 pages)
24. Homeowner's Guide Signature Page (1 page)
25. Non-Contingent Offer Advisory (1 page)
26. Guidance for Residential Fireplace Disclosure (1 page)

Additional Disclosures - JLee Realty

1. Agent Visual Inspection Disclosure Addendum (2 pages)
2. JLee Realty Public Amenities Disclosure (1 page)
3. JLee Realty checklist of Items Included & Excluded From Sale (1 page)

Reports

1. Property Inspection Report (51 pages)
2. Pest Inspection Report (12 pages)
3. Natural Hazard Disclosure Report (49 pages)
4. Preliminary Title Report from Lawyers Title Company dated July 9,2025 (24 pages)
5. Realist Report (3 pages)

Seller:  Signed by:
747F59930F04AD...

Buyer: _____

Condominium and Townhouse Specific Disclosures (if part of an HOA)

- 1. JLee Realty Receipt of HOA Documents (1 page)
- 2. PRDS Request for HOA Documents (2 pages)
- 3. PRDS Common Interest Development Advisory (2 pages)
- 4. CAR Parking and Storage Disclosure (1 page)

Signed by:
Seller: *Kartik Ayyar (Trustee)* **Date:** 8/31/2025
74A7E59936F04AD

Seller: _____ **Date:** _____

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by Civil Code)



(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code Section 2079.13(j), (k), and (l).

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 in the transaction.

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 Buyer's 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 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.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, 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, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER REPRESENTATIVES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

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.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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 Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Signed by: Kartik Ayyar Date 7/16/2025
Buyer/Seller/Landlord/Tenant Kartik Ayyar, Trustee

Buyer/Seller/Landlord/Tenant _____ Date _____

Agent Pinnacle Realty Advisors DocuSigned by: _____ DRE Lic. # 02220139

By Sharon Lee Real Estate Broker (Firm) DRE Lic. # 01951707 Date 7/16/2025

(Salesperson or Broker Associate, if any) Sharon Lee

CIVIL CODE SECTIONS 2079.13-24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.7 and 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. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate 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 salesperson or broker associate functions. (b) "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 of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller 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, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's 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 seller's 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 buyer's agent that 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, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, 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 retained by a buyer, seller, or both a buyer and seller 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 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 on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving 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 shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this READ form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer'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 buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and 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 seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

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) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) 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 seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that 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 associate 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.



CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR [] Residential Listing Agreement, [] Buyer Representation Agreement, [] Other _____ ("Agreement"), dated _____, on property known as 192 Barranca Ter, Sunnyvale, CA 94086

between _____ ("Buyer/Tenant/Broker") and Kartik Ayyar, Trustee, _____ ("Seller/Landlord/Broker").

1. Check ONE box ONLY. If more than one applies, use separate forms for each.

A. [X] Multiple Associate-Licensees working with Seller/Landlord;

OR B. [] Multiple Associate-Licensees working with Buyer/Tenant;

2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker: Real Estate Broker name: Pinnacle Realty Advisors

If applicable, Team Name: Juliana Lee Team

B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

C. Agent Juliana Lee DRE Lic # 00851314 Agent Sharon Lee DRE Lic # 01951707 Agent Juliana Lee Team DRE Lic # 70010194 Agent _____ DRE Lic # _____ Agent _____ DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Seller's Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Buyer's Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant _____ Date _____ Signed by: Kartik Ayyar (Trustee) DRE Lic # 74A7F59936F04AD... Kartik Ayyar, Trustee Date 8/31/2025 Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____

Seller's Brokerage Firm Pinnacle Realty Advisors DRE Lic. # 02220139 By Sharon Lee DRE Lic. # 01951707 Date 8/31/2025

Buyer's Brokerage Firm _____ DRE Lic. # _____ By _____ DRE Lic. # _____ Date _____

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AAA REVISED 12/21 (PAGE 1 OF 1)



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)



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**PRDS® REAL ESTATE BROKER SQUARE FOOTAGE & LOT SIZE
ADVISORY AND DISCLOSURE
DESIGNED FOR USE WITH PRDS® FORMS**



PROPERTY ADDRESS: 192 Barranca Ter, Sunnyvale, CA 94086

DIFFERENT SOURCES FOR SQUARE FOOTAGE AND OTHER MEASUREMENTS OF STRUCTURES:

Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structure size, interior space or square footage. Appraisers often exclude the thickness of walls, stairwells and laundry rooms to determine "livable" square footage; architects and other floor-plan designer professionals employ a wide variety of methods to calculate the size of improvements while assessors generally use gross, permitted size. Measurements taken by various professionals may not include some "finished" or "unfinished" space and generally exclude known illegal space.

Buyers should not rely on any statements about size in the Multiple Listing Services advertisements or disclosures and should retain their own experts to measure structural size and/or square footage. This is especially important if buyers are using square footage to determine whether or not to purchase the property and/or using a price per square foot to determine purchase price. Price per square foot calculations can vary greatly depending on property location, type of property and amenities; such calculations should not be relied upon by buyers and the accuracy of any such figures should be independently verified by buyers with their own experts including but not limited to a licensed appraiser.

LOT SIZE, DIMENSIONS, CONFIGURATIONS AND BOUNDARIES:

Fences, retaining walls, hedges and other landscaping, watercourses or other natural or man-made structures may not correspond with any legally-defined property boundaries and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. There are sources available which refer to lot size, lot dimensions, location of improvements and property configurations, such as the MLS, advertisements, disclosures, county assessor, recorded maps, developer plans or existing surveys, but that documentation may not be accurate, may not be available and should not be relied upon by buyers for any purpose. If a lot size, boundary lines, property configurations, location of improvements and/or lot dimensions are important to buyers' decision to purchase the Property or the price buyers are willing to pay, buyers should conduct and rely solely upon buyers' own independent investigations. Only a licensed surveyor can accurately determine lot dimensions, boundary locations and acreage for the Property.

Different sources of exterior and/or interior structural size, square footage and/or lot size may include the following sources noted in the chart below by the undersigned Agent (NOTE: Any numbers inserted into the spaces below are approximations only, were taken from the referenced source and other size numbers may exist from other sources):

Source of Information	Structure	Lot	Source of Information	Structure	Lot
Multiple Listing Service:	<u>1,603 Sq Ft</u>		Architectural Drawings:		
County Assessor:	<u>1,603 Sq Ft</u>	<u>1,085 Sq Ft</u>	Floor Plan/Drawings:		
Appraisal #1:			Survey:		
Appraisal #2:			Other:		
Condominium Map/Plan:			Other:		

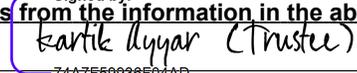
If no numbers are included in the chart above, the undersigned Agent is not aware of any size discrepancies in the structure or lot.

Seller and real estate licensees have not and will not verify the accuracy of any representations regarding acreage, boundary markers, lot dimensions or sizes, location of improvements, square footage numbers, or price per square foot estimates provided by any source. Real estate licensees will NOT be conducting any on-site investigations to determine the existence of any other sources for that information.

The chart above has been completed by:

Broker Name: Pinnacle Realty Advisors Agent Name: Sharon Lee Signed by:  
 Date: 8/31/2025 Agent Signature: 61E9A446CD19423...

The undersigned Seller acknowledges receipt of a copy of this Advisory and confirms that Seller does not have any information or documentation that differs from the information in the above chart.

Date: 8/31/2025 Seller: Kartik Ayyar (Trustee) Signed by:  74A7F59938E04AD Seller: _____
Kartik Ayyar, Trustee

I acknowledge receipt of a copy of this Advisory from the above referenced Broker/Agent who completed the chart:

Date: _____ Buyer: _____ Buyer: _____

Broker Name: _____ Agent Name: _____

Date: _____ Agent Signature: _____



PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT DESIGNED FOR USE WITH PRDS® FORMS



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Sunnyvale, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 192 Barranca Ter. 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) 08/01/2025. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS:

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

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

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

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION:

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

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

Seller is is not occupying the property.

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

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

[*See related note, page 2]

Exhaust Fan(s) in Kitchen & Bathroom, 220 Volt Wiring in Not sure, Fireplace(s) in Living room, Gas Starter Not sure, Roof(s): Type Not sure, Age: 16 (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No

(* see note on Page 2)

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

Seller's Initials (kl) ()

Buyer's Initials () ()

Initial
kl

Property: 192 Barranca Ter

Date 08/01/2025

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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. 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. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

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

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

D. Seller Certificaton:

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 and Seller acknowledge receipt of a copy of this page.

Seller's Initials (KL) (_____)

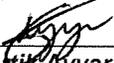
Buyer's Initials (_____) (_____)

Property: 192 Barranca Ter

Date 08/01/2025

kl

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 
Kartik Ayyar, Trustee

Date 8/1/2025

Seller _____

Date _____

III. AGENT'S INSPECTION DISCLOSURE:

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

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

- Agent notes no items for disclosure.
- See attached Real Estate Agent's Visual Inspection Disclosure.
- Agent notes the following items:

Agent (Broker Representing Seller) Pinnacle Realty Advisors By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)
Sharon Lee

IV. AGENT'S INSPECTION DISCLOSURE:

(To be completed only if the agent who has obtained the offer is other than the agent above.)

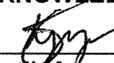
THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- See attached Real Estate Agent's Visual Inspection 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  Date 8/1/2025 Buyer _____ Date _____
Kartik Ayyar, Trustee

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Pinnacle Realty Advisors By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)
Sharon Lee

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.



PRDS® SUPPLEMENTAL SELLER CHECKLIST
DESIGNED FOR USE WITH PRDS® FORMS



Property: *192 Barranca Ter, Sunnyvale, CA 94086*

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

▲ SELLER CAUTION: SELLER IS URGED TO CAREFULLY REVIEW THE **PRDS SELLER ADVISORY REGARDING COMPLETING THE TDS AND OTHER DISCLOSURE FORMS** PRIOR TO COMPLETING THIS FORM. SELLER SHOULD CAREFULLY REVIEW ALL OF THE DEFINITIONS IN PART I BEFORE ANSWERING THE QUESTIONS IN PARTS II-V. SELLER SHOULD ALSO PROVIDE BUYER WITH ALL DOCUMENTS IN SELLER'S POSSESSION.

▲ BUYER CAUTION: BUYER IS URGED TO CAREFULLY REVIEW THE **PRDS SAN MATEO/SANTA CLARA COUNTIES ADVISORY** IN CONNECTION WITH REVIEWING THIS FORM.

▲ GENERAL CAUTION: The information provided in this Disclosure form is from Seller and NOT the Broker(s) or individual real estate licensees. Unless specified in writing, the real estate licensees involved in the transaction have not verified, and will not verify any of the information provided by Seller. Although licensed to list, sell and lease real estate, Broker(s) may not have expertise on the information in this form.

SELLER SHALL RESPOND TO EACH AND EVERY QUESTION BELOW

For all questions below, Seller shall provide detailed explanations for all PAST and PRESENT issues, conditions, and/or problems (whether or not previous efforts have been made to correct the issues, conditions and/or problems). Seller shall also attach a copy of all requested Documents as that term is defined below. Please attach additional pages if necessary.

PART I. DEFINITION OF TERMS: When there are terms in any of the questions that start with a capital letter, refer to the full definitions listed below and/or as defined in each question, so as to respond as completely as possible.

The term "**Disclosures**" in this form includes but is not limited to the Transfer Disclosure Statement (TDS), Supplemental Sellers Checklist (SSC), Seller Property Questionnaire (SPQ), Exempt Seller Disclosure (ESD), Natural Hazard Disclosure Statement (NHDS), Lead Addendum, Agent Visual Inspection, or any other written statement of knowledge about the Property completed by anyone.

The term "**Reports**" in this form includes but is not limited to structural pest, general home inspection, contractor inspection, geological or soils report, roof, pool/spa, septic, well, chimney, engineering, safety, lead and other environmental hazards or any other report or study regarding component(s) or issues, conditions and/or problems with any aspect of the Property.

The term "**Documents**" in this form includes but is not limited to notices, letters or rulings from any governmental entity, Reports, Disclosures, proposals, bids, estimates, invoices, billing statements, contracts, plans, drawings, videos, photographs, pictures in any format, warranties, information and operational manuals, permits, letters, and/or electronic communications including emails and social media postings in Seller's possession.

The term "**Work**" in this form includes, but not limited to, any alterations, improvements, modifications, additions, remediations, renovations, corrections and/or repairs made to the Property whether or not there are or were any issues, conditions and or problems with the Property.

The term "**Maintenance**" or "**Maintain**" in this form includes but is not limited to any Work or necessary tasks that are ongoing and/or repeated over any period of time in order to avoid or prevent issues, conditions or problems with the Property, any components of the Property, or any equipment at the Property from occurring or recurring.

PART II. DISCLOSURES AND REPORTS (please refer to Definitions of Disclosures/Reports in Part I):

A. Do you have any Disclosures and/or Reports regarding the Property that you received before or prior to your ownership of the Property? YES NO
If Yes, attach all Disclosures and/or Reports.

B. Do you have any Reports regarding the Property that you have received during your ownership? YES NO
If Yes, attach all Reports.

Seller's Initials: (VA) (_____)

Buyer's Initials: (_____) (_____)

PART III. ALTERATIONS, IMPROVEMENTS, REMEDIATIONS, MODIFICATIONS, ADDITIONS, CORRECTIONS AND/OR REPAIRS ("WORK") (please refer to Definition of Work in Part I):

A. Do you have any Documents (including but not limited to permits) regarding any Work done on and/or at the Property before or prior to your ownership. **If Seller does not have a copy of any or all permits, Buyer may obtain the information from the contractor(s) listed in IIIB below.** YES NO
If Yes, attach those Documents.

B. Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property before or prior to your ownership? YES NO
If Yes, state:

What Work was done (attach additional pages if necessary)?	Permits obtained?	Permits Finalized?
1. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

For all Work listed above in IIIB (or on any additional pages), please state the following:

Who performed the Work & their contact information?	Were they licensed?
1. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>

C. Do you have any Documents (including but not limited to permits) regarding any Work done on and/or at the Property during your ownership. **If Seller does not have a copy of any or all permits, Buyer may obtain the information from the contractor(s) listed in IIID below.** YES NO
If Yes, attach those Documents.

D. Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property during your ownership? YES NO

What Work was done (attach additional pages if necessary)?	Permits obtained?	Permits Finalized?
1. <u>MINOR DRYWALL CUTOFF/REPAIR TO CHECK FOR LEAK</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
2. <u>(NO LEAK WAS FOUND, CAULKING NEEDED REFRESH)</u>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

For all Work listed above in IIID (or on any additional pages), please state the following:

Who performed the Work & their contact information?	Were they licensed?
1. <u>HANDYMAN REPAIRED DRYWALL, DONT REMEMBER IF THEY</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2. <u>WERE LICENSED</u>	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. _____	YES <input type="checkbox"/> NO <input type="checkbox"/>

E. Was the Property built before 1978? YES NO
If Yes, answer all of the following 4 questions:

- Are you aware if any Work on the Property was done to lead-based paint surfaces? YES NO
- If Yes to E1, are you aware whether the Work was done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule that went into effect in 2010? YES NO
- If Yes to E1, state the following: (a) who performed the Work on lead-based paint surfaces and their contact information; (b) when was the Work performed; (c) was the Work completed; (d) the location of each lead-based paint surface where Work was performed; (e) are there any other lead-based paint surfaces where Work has not been performed?
- Do you have any Documents relating to the past or current existence of and/or Work on lead-based paint surfaces on the Property? YES NO

If Yes, attach all Documents relating to past or current existence of and/or Work on lead-based paint surfaces on the Property. See also the *California Residential Environmental Hazards Booklet*.

F. Have you experienced any issues, conditions and/or problems with the Work described in PART III Sections A, B, C, D and/or E? YES NO

If Yes, provide all of the following information for each issue, condition and/or problem (Attach additional pages if necessary):
1. What was the nature of the issues, conditions and/or problems? _____

Seller's Initials: (KA) (_____)

Buyer's Initials: (_____) (_____)

- 7. Sub-area basement fan(s)? YES NO YES NO
- 8. Moisture barrier(s)? YES NO YES NO
- 9. Water run-off to or from your Property? YES NO YES NO
- 10. Any required storm water management, retention and/or dispersion mechanism? YES NO YES NO
- 11. Any other water issues, conditions and/or problems? YES NO YES NO

If Yes to any of the Questions in Sections B-1 through B-11, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current **SURFACE/SUBSURFACE WATER/MOISTURE CONTROL.**

C. CRACKS, SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY.

- 1. Are you aware of past or present (whether or not Work was performed) exterior and/or interior **CRACKS** in any of the following (check all that apply): Foundation Steps Stairs Patios Decks Balconies Basement Crawlspace Boundary walls Retaining walls Walkways Sidewalks Driveways Chimney(s) Ceilings Beams Doorways Interior walls Exterior walls Floors Slabs Hardscape OTHER GARAGE NONE

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current **CRACKS.**

- 2. Are you aware of past or present (whether or not Work was performed) **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY** in any of the following (check all that apply): Foundation Steps Stairs Patios Decks Balconies Basement Crawlspace Boundary walls Retaining walls Walkways Sidewalks Driveways Chimney(s) Ceilings Beams Doorways Interior walls Exterior walls Floors Slabs Hardscape OTHER _____ NONE

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY.**

- 3. Are you aware of the past and/or current use of any of the following **DEVICES** (If Yes, check all that apply): Foundation jacks Foundation pier supports Shims OTHER _____ NONE

If Yes to any of the Questions in Section C-1 through C-3, describe all of the following: (a) the issues, conditions and/or problems which necessitated each device; (b) the specific location of each device; (c) who installed or used each device and when; (d) when was each device installed or used; (e) did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current **DEVICES.**

D. SOILS. Are you aware of or have you experienced any issues, conditions and/or problems with the following:

- | | Your Property | Adjacent Property |
|---|---|---|
| 1. Landfill (of any material)? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 2. Grading? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 3. Compaction? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 4. Cut and fill? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 5. Landslide? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 6. Earth movement, slippage or sliding? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 7. Earth Settlement? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 8. Erosion? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 9. Any other soil issues, conditions and/or problems? | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |

If Yes to any of the Questions in Section D-1 through D-9, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Seller's Initials: (KA) (_____)

Buyer's Initials: (_____) (_____)

Attach all Documents regarding any past and/or current SOILS issues, conditions and/or problems.

E. EXTERIOR ELEMENTS. Are you aware of the following (If Yes, check all that apply):

- 1. Repair, restoration, replacement (full or partial) of any of the following: [] Roof [] Gutters [] Downspouts [] Eaves [] Awnings [] Skylights [] Steps [] Stairs [] Patios [] Decks [] Balconies [] Siding [] Windows [] Hardspace [] OTHER [x] NONE
2. Blockages in [] Gutters [] Downspouts [] OTHER [] [x] NONE

If Yes to any of the Questions in Section E-1 through E-2, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur?

Attach all Documents regarding any past and/or current issues, conditions and/or problems with EXTERIOR ELEMENTS.

F. INTERIOR ELEMENTS. Are you aware of or have you experienced any issues, conditions and/or problems with the following:

- 1. Squeaking, sloping or out-of-level floors? YES [] NO [x]
2. Stains, scratches, discoloration, warping, cupping, chipping, cracking, sponginess, or other defects (including those covered by rugs or furnishings) relating to wood, tile, linoleum, stone or any other flooring surface? YES [] NO [x]
3. Carpets that are damaged or defective (e.g., stains, spots, tears or odors)? YES [] NO [x]
4. Windows and/or doors that stick or bind, are out of plumb, fail to latch, fail to open or close with relative ease, or that otherwise fail to operate properly (whether continuously or seasonally)? YES [] NO [x]
5. Windows and/or doors that are drafty and/or emit noise caused by wind? YES [] NO [x]
6. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is not "safety glass"? YES [] NO [x]
7. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is cracked, chipped or broken? YES [] NO [x]
8. Seal failure or other defect in any multi-pane, thermo-pane windows or skylights? YES [] NO [x]
9. Shutters (interior), blinds and/or other window coverings that are damaged or defective (e.g. stains, spots, tears, odors, and/or malfunctions)? YES [] NO [x]

If Yes to any of the Questions in Sections F-1 through F-9, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur?

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the INTERIOR ELEMENTS.

G. HEATING SYSTEM(S) (including but not limited to the furnace, other equipment generating or providing heat, thermostat, registers, heat pumps, vents and/or duct work). If there are multiple systems and/or multiple zones, specify which system and devices are referenced in response to each of the following Questions:

- 1. Describe the type of Heating System(s) in the Property including the source of heat, such as electricity, gas, propane or any other source:
2. Have you ever used any supplemental heating devices (e.g. space heaters)? YES [x] NO []
If Yes, state which room(s) and frequency of use: BED ROOM, OCCASIONALLY
3. What is the approximate age of the heating system(s)? Years: 16
4. When was the Heating System(s) last serviced and by whom? Date: NA
By:
5. Are there any rooms or areas in the structure that are not directly served by the Heating System(s) and/or are not adequately heated by the Heating System? YES [] NO [x]
6. Are you aware of any issues, conditions or problems with any aspect of the Heating System(s)? YES [] NO [x]
7. Are you aware of any aspect of the Heating System(s) that has not been used in the last twelve (12) months? YES [] NO [x]

If Yes to any Questions in Sections G-5,G-6 and/or G-7 describe all of the following: (a) the issues, conditions and/or problems (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur?

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the HEATING SYSTEM(S).

H. AIR CONDITIONING ("A/C") SYSTEM(S) (including but not limited to the compressor, other equipment generating cool air, thermostat, registers, vents and/or duct work). If there are multiple systems and/or multiple zones, specify which system

Seller's Initials: (KA) (8/11/2025) Buyer's Initials: () ()

and devices are referenced in response to each of the following questions: Not Applicable - Property does not have A/C

- 1. Describe the type of Air Conditioning System(s) in the Property including the power source, such as electricity, propane or any other source: ELECTRICITY
- 2. Have you ever used any supplemental devices to cool the Property (e.g. fans)? YES NO
If Yes, state in which room(s) and frequency of use: _____
- 3. What is the approximate age of the Air Conditioning System(s)? Years 16
- 4. When was the Air Conditioning System(s) last serviced and by whom? Date: _____ By: _____
- 5. Are there any rooms or areas in the structure that are not directly served by the Air Conditioning System(s) and/or are not adequately cooled by the Air Conditioning System(s)? YES NO
- 6. Are you aware of any issues, conditions and/or problems with any aspect of the Air Conditioning System(s)? YES NO
- 7. Are you aware of any aspect of the Air Conditioning System(s) that has not been used in the last twelve (12) months? YES NO

If Yes to any Questions in Sections H-5, H-6 and/or H-7, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the AIR CONDITIONING SYSTEM(S).

I. ELECTRICAL SYSTEM(S), FIXTURES AND APPLIANCES (including but not limited to the transformer, meter, panel, circuit breakers, fuses, circuits, wiring, control panels or instruments, switches, receptacles, fixtures, and appliances):

Are you aware of or have you experienced any issues, conditions and/or problems with any of the following aspects of the Electrical System(s):

- 1. The installation, repair, or Work performed to that system(s) by you or by any other person or company? YES NO
- 2. Failure of any component of the Electrical System(s)? YES NO
- 3. Any non-functioning switches, outlets or receptacles? YES NO
- 4. Any lights that are non-functioning, flickering and/or dimming? YES NO
- 5. Blown fuses, tripped circuit breakers, GFI button trips, arcing, and/or shorting? YES NO
- 6. Any ungrounded outlets, switches or other electrical fixtures? YES NO
- 7. Shorts, ground or arc faults, overloading, and/or poor circuit wire connections? YES NO
- 8. Any fixture, appliance, or any other aspect of the Electrical System(s) that has not been used within the past twelve (12) months? YES NO
- 9. Any fixtures or appliances that are not visible (such as central vacuums) whether or not those fixtures or appliances are operable? YES NO
- 10. Any type of back-up generator or electrical storage device in use at the Property at any time? YES NO

If Yes to any of the Questions in Sections I-1 through I-10, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the ELECTRICAL SYSTEM(S).

J. SOLAR/PHOTOVOLTAIC AND SUPPLEMENTAL ELECTRICAL SYSTEMS. (including but not limited to fixed or movable panels, mounting racks, cabling, array disconnect panel, inverter, battery storage, meters, portable or permanently installed generators, panels, switches, networked/connected systems.

- 1. Is there any Solar/Photovoltaic and Supplemental Electrical System(s) used at the Property or any component thereof? YES NO

If Yes, check all applicable boxes: Owned Leased Financed Power Purchase Agreement

If Yes, state the name of the company with the Lease, Lien and/or Power Purchase Agreement: _____

Attach a copy of all applicable documents (e.g., contracts, leases, notes, security instruments, tax bills, etc.)

- 2. Detail all applicable fees and costs related to the Solar/Photovoltaic and Supplemental Electrical System(s)
 - Any liens secured by the Property? YES NO If Yes, state balance \$ _____
 - Any fees detailed on a property tax bill? YES NO
 - Any monthly fees and costs? YES NO If Yes, state amount \$ _____
 - Any costs to own rather lease the system(s)? YES NO If Yes, state amount \$ _____
 - Any transfer fee? YES NO If Yes, state amount \$ _____

Seller's Initials: (KA) (9/1/2025)

Buyer's Initials: (_____) (_____)

3. Are you aware of or have you experienced any issues, conditions and/or problems with the use, leasing or ownership of the Solar/Photovoltaic and Supplemental Electrical System(s)? YES NO
 If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems;
 (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions or problems with the SOLAR/PHOTOVOLTAIC AND SUPPLEMENTAL ELECTRICAL SYSTEMS.

K. COMMUNICATION DEVICE(S); ENTERTAINMENT DEVICE(S); SECURITY SYSTEM(S).

1. TELEPHONE SERVICE. Your Phone service is provided by (check all that apply): Land Line Cellular
 Satellite Internet (e.g. VOIP) Other _____ NONE

Identify your phone service provider(s): _____
 Have you investigated alternative Service Provider(s) YES NO
 If YES, identify the results of that investigation _____

2. INTERNET SERVICE. Your Internet service at the Property is provided by (check all that apply): Cable DSL
 Fiber Optic Cellular Phone Service Satellite Other _____ NONE

Identify your Internet Service Provider(s) (e.g., cable, satellite, telephone, etc): XFINITY
 Have you investigated alternative Service Provider(s) YES NO
 If YES, identify the results of that investigation _____

3. TELEVISION SERVICE. Your Television service/reception at the Property is provided by (check all that apply): Cable
 DSL Fiber Optic Cable Antenna Satellite/Dish Other _____ NONE

Identify your television Service Provider(s) (e.g., cable, satellite, telephone, etc): _____
 Have you investigated alternative Service Provider(s) YES NO
 If YES, identify the results of that investigation _____

4. COMMUNICATION & DATA. Is the Property wired with any of the following (check all that apply):
 TV (coaxial) Cable Computer Networking Cable Fiber Optic Cable Data Line
 OTHER _____ NONE

If you checked any box in K-4, for each type of wiring/cable, state which rooms at the Property have outlets:
CABLE: GUEST ROOM NETWORKING: ALMOST ALL ROOMS
 Have you investigated alternative systems(s) YES NO
 If YES, identify the results of that investigation _____

5. HOME AUTOMATION AND SECURITY. Is the Property equipped with any of the following Home Automated or Smart Devices or Systems including, but not limited to, WiFi, Bluetooth, Cable or Hardwire Connected Devices?

(check all that apply):
 Security Cameras Intrusion/Motion Detection Video/Audio Doorbells Locks Intercom
 Door/Gate/Garage Door Control Thermostat/Climate Control Interior Lighting Window Coverings
 Skylights Audio/Video Entertainment Control Switches Landscape features (irrigation, lighting, water features)
 Awnings Appliances (specify: _____) Other _____ NONE

Is any additional equipment required to operate the listed devices or systems above YES NO
 If you checked "Yes", specify what equipment is needed: _____
 Identify your Home Automation Service Provider(s) _____
 Have you investigated alternative Service Provider(s) YES NO
 If YES, identify the results of that investigation _____

(a) If you checked any box in Section K-5, are any of these systems leased (rather than owned)? YES NO

If Yes, attach all Documents regarding the lease(s).

(b) If you checked any box in Section K-5, are any of these systems monitored offsite by a company? YES NO

(c) If you checked "Yes" to Sections K-5a and/or K-5b, identify the company(ies) and attach all Documents regarding the leasing and/or offsite company(ies): _____

Seller's Initials: (KA) (8/11/2025)

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6. ISSUES, CONDITIONS, PROBLEMS AND/OR LIMITATIONS:

(a) Have you had any ongoing or recurring issues, conditions and/or problems with the use, capacity or service of any of the devices or systems in any Questions in Sections K-1 through K-5? YES [] NO [x]
If Yes, describe in detail: (1) all such issues, conditions, and/or problems; (2) the frequency of the issues, conditions and/or problems; (3) what corrective Work was done and by whom; and (4) if Work was done, did any of the issues, conditions and/or problems recur? Attach all Documents.

(b) Are you aware of any limitations or restrictions applicable to the installation/wiring, availability, capacity, number and location, and/or use of any of the items or systems at the Property that are listed in any of the Questions in Sections K-1 through K-5 whether or not you own or lease those items? YES [] NO [x]
If Yes, describe in detail all such limitations or restrictions and attach all Documents.

L. NATURAL GAS AND/OR PROPANE:

Are you aware of any appliances or devices that use natural gas and/or propane on or for the Property? YES [x] NO []
If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? No ISSUES

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of NATURAL GAS AND/OR PROPANE.

M. WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S) (including but not limited to water supply lines, meters, shutoff valves, pipes, overflow pipes, drains, outlets, traps, cleanout plugs, vents, faucets, fixtures, toilets, sinks, tubs, showers, thermostats, and control panels):

- 1. Are you aware of any past or current issues, conditions and/or problems with the Water Supply and/or the Water Plumbing System(s)? YES [] NO [x]
2. The installation, repair, or Work performed to the Water Supply and/or the Water Plumbing System(s) by you or by any other person or company? YES [] NO [x]
3. Failure of any component of the Water Supply and/or the Water Plumbing System(s) YES [] NO [x]
4. Are you aware of any plumbed appliances (for example, refrigerator ice maker/water dispenser, instant hot water dispenser) that have failed to operate in any way? YES [] NO [x]
5. Are you aware of any component of the Water Supply, including plumbed appliances, or Water Plumbing System(s) that have not been used within the last twelve (12) months? YES [] NO [x]
6. Are you aware of any past or current water pipe leakage either within the structure and/or on the on the Property? YES [] NO [x]
7. Are you aware of any past and/or present:
(a) High or low water pressure problems at the Property? YES [] NO [x]
(b) Any problem with the water supply, purity, quality, taste or odor? YES [] NO [x]
(c) Excessive delays in drawing hot water to any faucet? YES [] NO [x]
(d) Any rust, sediment, cloudiness or discoloration in the water? YES [] NO [x]
(e) Any slow draining sinks, tubs and/or showers? YES [] NO [x]
(f) Any toilets that run continuously or on their own? YES [] NO [x]
(g) Any fluoridation or other chemical substances added to the water supply? YES [] NO [x]
8. Are you aware of any past and/or current device(s) and/or system(s) being used at the Property?
(a) Water softener YES [] NO [x]
(b) Water purification system(s) YES [] NO [x]
(c) Hot water circulating system YES [] NO [x]

If Yes to any of the devices and/or systems listed in Question M-8, state how long each device and/or system has been at the Property, whether they are still at the Property, and whether they are still functional:

9. What are the Water Supply lines made of (check all that apply)?
[x] Copper [] Galvanized [] Plastic [] OTHER

Describe the type of material(s) for the Water Supply lines and state the specific location(s) of each different type of material(s):

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If Yes to Questions in Sections M-1 through M-8, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions or problems with the **WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S)**.

N. WATER CONSERVING PLUMBING FIXTURES. Since January 1, 2017, Sellers of residential property of 1 to 4 units built before January 1, 1994, must disclose if they are aware of any noncompliant plumbing fixtures. Noncompliant water fixtures are defined in Civil Code Section 1101.3 as any of the following: (a) any toilet manufactured to use more than 1.6 gallons of water per flush; (b) any urinal manufactured to use more than 1 gallon of water per flush; (c) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and/or (d) any interior faucet that emits more than 2.2 gallons of water per minute. **NOT APPLICABLE - House Built After January 1, 1994**

Are you, Seller, aware of any plumbing fixtures on the Property that are non-compliant as defined by Civil Code Section 1101.3 above? YES NO

If Yes, explain in detail your knowledge: _____

O. WELL/PRIVATE WATER SYSTEM. Not Applicable if Applicable, attach PRDS Well/Private Water System Checklist.

P. SEWER SYSTEM (including but is not limited to sewer lines, waste water lines, sewer laterals, traps, cleanout plugs, vents, drains, toilets, tubs, kitchen and bathroom sinks):

- 1. Are you aware of any sewer clean-outs? YES NO
If Yes, identify the number and exact location of each sewer clean-out _____
- 2. Are you aware of any Work, including but not limited to, snaking or rooting of the Sewer System within the last 5 years? YES NO
- 3. Are you aware of any past and/or present blockage, backup, overflow or any other failure of the Sewer System? YES NO
- 4. Are you aware of any current or contemplated government-imposed inspection, repair or upgrade requirements (for example, sewer lateral tests) applicable to the Property? YES NO
- 5. Are you aware of any booster or other pump system/equipment installed at the Property related to the Sewer System? YES NO
- 6. Have you ever been notified or advised by anyone that any aspect of the Sewer System is offset, displaced, collapsing or in need of repair or replacement? YES NO

If Yes to any questions in Sections P-2 through P-6, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEWER SYSTEM**.

Q. SEPTIC SYSTEM (including but not limited to the septic tank, leach lines, drain fields, and all related equipment/components. **NOT APPLICABLE**

- 1. Are you aware of the material (for example, concrete, redwood) used to construct the septic tank? YES NO
If Yes, describe the material used: _____
- 2. How frequently has the septic tank been pumped in the last five years? _____
- 3. When was the last time the septic tank was pumped? _____ By whom? _____
- 4. Are you aware of any septic clean-outs? YES NO
If Yes, identify the number and exact location of each septic clean-out _____
- 5. Are you aware of any past and/or present blockage, backup, overflow or other issues, conditions or problems with the septic system? YES NO
- 6. Are you aware of any booster or other pump system/equipment installed at the Property related to the septic system? YES NO
- 7. Have you ever been notified or advised by anyone that any part of the septic system needs replacement or repair? YES NO
- 8. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the current septic system may preclude or limit development of the Property and/or expansion of any structure on the Property? YES NO

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- 9. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the soils conditions may preclude or limit development of the Property and/or expansion of the septic system and/or any structure on the Property? YES NO
- 10. Are you aware of any current or contemplated governmental plans, measures or requirements that may require hook-up or conversion to a public sewer system? YES NO
- 11. Are you aware of any current or contemplated governmental plans, measures or requirements that may require that the septic system be inspected, replaced and/or upgraded? YES NO

If Yes to any Questions in Sections Q-5 through Q-11, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEPTIC SYSTEM**.

R. LANDSCAPING/IRRIGATION:

- 1. Does the Property have any of the following:
 - a. A sprinkler system YES NO
 If Yes, describe type(s) and location: Manual - Where _____
 Automatic - Where _____
 - b. A drip system YES NO
 If Yes, describe type(s) and location: Manual - Where _____
 Automatic - Where _____
 - c. Exterior landscape lighting YES NO
 If Yes, describe location: _____
 - d. A pond, waterfall, or other decorative water-related feature YES NO
 If Yes, describe location: _____
 - e. Any play structures YES NO
 If Yes, describe location and anchoring system/mechanism: _____
- 2. Are you aware of any past or existing issues, conditions and/or problems with any of the items listed in **Section R-1**? YES NO
- 3. Are you aware of any Work performed on any of the items listed in **Section R-1**? YES NO
- 4. Are you aware of any water from the sprinklers or other items in **Section R-1** that direct water onto any siding, window or other surface of the structure? YES NO
- 5. Are you aware of any diseases or infestations affecting trees, plants or planted ground cover on the Property or adjoining properties? YES NO

If Yes to any Questions in Sections R-2 through R-5, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the existence or use of the **LANDSCAPING/IRRIGATION**.

S. SWIMMING POOL/SPA:

NOT APPLICABLE

- 1. Does the Swimming Pool have a Heating System? YES NO
 If Yes: (a) Identify the type: Electric Solar Gas Other _____
 (b) Identify when it was last used: _____
- 2. Does the Spa have a Heating System? YES NO
 If Yes: (a) Identify the type: Electric Solar Gas Other _____
 (b) Identify when it was last used: _____
- 3. Identify the current Swimming Pool/Spa service provider and cost & frequency of service **NONE**
- 4. Are you aware of any issues, conditions and/or problems with any of the following (**check all that apply**)?

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- water leakage from pool or spa low water levels for pool or spa pool and/or spa related-equipment
- pool and/or spa surfaces decking or coping heating system for pool and/or spa
- lighting, ladders, slides or diving boards pool and/or spa covers or enclosures pool and/or spa alarms
- Other _____ YES NO

If Yes to anything listed in Section S-4, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of The **SWIMMING POOL/SPA**.

T. ANIMALS:

1. Are you aware of past and/or current presence at the Property or in the neighborhood of any of the following (check all that apply): horses cattle/sheep/goats pigs/wild boars mountain lions bobcats feral or other cats coyotes/wolves/dogs deer bears raccoons/possums/skunks gophers/moles/voles bats rats/squirrels/other rodents turkeys/roosters/chickens/ducks/geese crows/ pigeons/hawks/other birds snakes/lizards frogs/toads/salamanders bees/wasps ants/spiders/other insects snails/slugs noise or odor-generating pests/birds or any other type of animal Other(s) _____ **NONE**

For each box checked in Section T-1, provide detailed explanation(s): _____

2. Are you aware of any pets and/or other animals having been at the Property at any time? YES NO
If Yes, identify type or breed, number and when they were present at the Property: _____
3. Are you aware of any animal urine, feces, spray or other discharge coming into contact with any walls, flooring, carpets/pads or other interior surfaces? YES NO
4. Are you aware of any staining, spotting, discoloration, warping, scratches or any other damage to any interior surfaces related to animals (including but not limited to the areas identified in Section T-3)? YES NO
5. Are you aware of any animal-related odors at the Property at any time of the years even if only seasonal (e.g. during warm temperatures)? YES NO
6. Are you aware of any animals/pets buried on the Property? YES NO
7. Are you aware of any complaints or governmental notices regarding animals/pets at or on the Property? YES NO

If Yes to any Questions in Sections T-1 through T-7 describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? _____

Attach all Documents regarding any past and/or current issues, conditions and/or problems with **ANIMALS**.

U. NEIGHBORHOOD ISSUES, CONDITIONS AND/OR PROBLEMS:

1. Are you aware of any past and/or current **NOISE** and/or **ODOR** related to any of the following which are or have been noticeable at the Property (check all that apply)? vehicular traffic railroad/train/light rail/BART/other rail traffic schools/parks aircraft (note: a city-mandated disclosure may be required) construction activity business/recreational/commercial or other institutional facilities (for example, daycare, residential care, religious meeting sites) entertainment complexes/amphitheaters or other venues music/ shouting/parties/sporting or other activities events/gatherings/traditions (for example, parades, block parties, holiday decorations, sporting events) neighbors dogs, cats, birds or other animals power lines/transformers/other electrical power equipment air conditioners/appliances/generators/pool equipment adjacent properties/common walls/floors/common areas (e.g. condominiums, PUD) Other neighborhood sources of **NOISE** and/or **ODOR**: _____ **NONE**

For each box checked in Section U-1, provide detailed explanation: _____

2. Are you aware of any neighborhood issues, conditions and/or problems with any of the following whether past or present, on or near the Property (check all that apply)? in-home businesses local businesses

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- schools religious facilities entertainment or sporting venues traffic congestion or excessive speed
- hampered driveway ingress or egress limited/restricted/congested on-street parking
- periodic or seasonal limitations on parking periodic or seasonal traffic congestion loitering
- littering Other _____ **NONE**

For each box checked in Section U-2, provide detailed explanation: _____

- 3. Is the Property located on or near a bus route/stop? YES NO
- 4. Are you aware of any ongoing, planned or proposed construction at, on, or within any neighboring property or private/public facility, roadways or rights of way? YES NO
- 5. Are you aware of any burglaries, assaults or other crimes in the neighborhood? YES NO
- 6. Are you aware of any modifications or other changes to any aspect of the structures and/or the land anywhere in the neighborhood for purposes of cultivating marijuana or other crops? YES NO
- 7. Have you attended any meetings or had any discussions with neighbors or others regarding any neighborhood issues, conditions and/or problems? YES NO
- 8. Are you aware of any complaints to police or other governmental authorities regarding any neighborhood issues, conditions and/or problems? YES NO
- 9. Are you aware of any other neighborhood issues, conditions and/or problems that are not detailed above? YES NO

If Yes to any Questions in Sections U-4 through U-9, provide detailed explanation: _____

Attach all Documents regarding any past and/or current **NEIGHBORHOOD ISSUES, CONDITIONS AND PROBLEMS.**

V. ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS. Are you aware of any past and/or current issues, conditions and/or problems on or near the Property regarding any of the following (see also **Part III - E** above re lead):

- 1. Asbestos (e.g. in ceiling material, flooring, insulation, furnace ducting or flues)? YES NO
- 2. Mold, mildew, fungus or spores? YES NO
- 3. Environmental inspections or tests of air, soil and/or building materials? YES NO
- 4. Odors, whether persistent, recurrent, occasional or seasonal? YES NO
- 5. The manufacture, storage, disposal, release, use or sale of controlled substances, (e.g. methamphetamine)? YES NO
- 6. Cultivation, use and/or sale of any kind of marijuana? YES NO
- 7. The existence of any above ground or underground storage tank (e.g. fuel)? YES NO

If Yes to any Questions in Sections V-1 through V-7, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did any of the issues, conditions and/or problems recur; (g) what subjects, topics and/or complaints were discussed, with whom, and what actions, if any, occurred as a result? _____

Attach all Documents regarding any past and/or current **ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS.**

See also the *California Residential Environmental Hazards Booklet*.

W. GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS. Are you aware of any of the following whether past, existing or proposed:

- 1. Rent control or eviction control ordinance(s)? YES NO
- 2. Restriction or registration requirements on short term or vacation rentals? YES NO
- 3. Imposition of bonds, fees or assessments that may not appear on the Property tax bill? YES NO
- 4. Restrictions on the use, development or enjoyment of the Property by any governmental or non-governmental entity including but not limited to an HOA, private agreements or Court order other than those imposed by zoning laws or CC&Rs? YES NO
- 5. "Historic" or other type of preservation designation? YES NO

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- 6. Building, remodeling or any other type of moratoria (e.g. single story or height overlays) that could impact the Property? YES NO
- 7. Stop work orders, "red tags", orders to abate or notice of code or other violation or any illegal, unsafe, and/or dangerous condition(s)? YES NO
- 8. Government imposed requirement or order to remove brush, trees, grass or other vegetation or flammable materials at or near the Property? YES NO
- 9. Government mandated tree (or other landscaping) planting, removal, replacement, trimming or cutting restrictions? YES NO
- 10. Eminent domain, condemnation or annexation process or proceedings affecting the Property? YES NO
- 11. Construction, reconfiguration, conversion or closure of any nearby schools of any kind? YES NO
- 12. Construction, reconfiguration, conversion or closure of any nearby roadways, rights of way, traffic signals or signs? YES NO
- 13. Construction, reconfiguration, expansion, conversion or closure of any nearby parks/recreational/private or public amenities or facilities? YES NO
- 14. Are you aware of any inspection Reports on any exterior balconies, stairways or other "elevated Elements" on buildings with 3 or more units on the Property? YES NO

If Yes to any Questions in Sections W-1 through W-14, provide as much detail as possible including but not limited to (a) specificity as to the types of requirements or limitations; (b) what properties are impacted; (c) the location of existing or proposed changes; and (d) what issues, subjects and/or complaints were discussed, with whom, and what actions, if any, occurred as a result: 2, 4: NO SHORT TERM RENTALS, HOA HAS CCNR, SEE HOA DOCS

Attach all Documents regarding any past, existing and/or proposed **GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS.**

X. TITLE/OWNERSHIP/LITIGATION:

- 1. Do you have or do you intend to use a Power of Attorney at any time in connection with the sale of the Property? YES NO
If Yes to Section X-1, identify the following about that Power of Attorney: (a) who has the Authority to act on your behalf; (b) what type of Power of Attorney; (c) is the Power of Attorney notarized in California and (d) is it recorded in the same County as the Property? _____
- 2. Has a Notice of Default been recorded against the Property? YES NO
- 3. Is the Property subject to or soon to be made subject to the jurisdiction of the Federal Bankruptcy Court? YES NO
- 4. Are you aware of any current or possible/contemplated legal proceedings (e.g. Probate, Trust, Guardianship, Quiet Title and/or Specific Performance)? YES NO
- 5. Are you aware of any use of the Property or any portion of the Property by non-owner at any time (e.g. using the Property for a pathway, driveway, landscaping)? YES NO
- 6. Are you aware of any claim by a non-owner as to an ownership interest or right to possess, use or occupy the Property or any part of the Property at any time (e.g. a license or prescriptive easement)? YES NO
- 7. Are you aware of any deed restrictions on the use or development of the Property? YES NO
- 8. Has the Property ever been rented to anyone for any purpose? YES NO

If Yes to Section X-8, identify the following about that rental: (a) when was the Property rented; (b) by whom; (c) for what purpose; (d) for how long; and (e) who managed the Property during its rental? _____

- 9. Are you aware of any lease options, lease options to purchase, right of first refusal or any other impediment of sale? YES NO
- 10. Are you aware of any lease or rental agreement that is, or is claimed to be, currently in effect? YES NO
- 11. Are any structure(s) on the Property used as a separate dwelling whether attached or detached? . . YES NO

If Yes, state (a) whether any such separate dwelling received a building permit, zoning approval and/or any other governmental approval as an Accessory Dwelling Unit (ADU); (b) whether the ADU has separate utilities and meters; and (c) any issues, problems, disputes, disagreements or other concerns regarding the construction, use or leasing of the ADU? _____

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- 12. Any leased or liened devices, systems or equipment not already disclosed above? YES NO
If **Yes** to Section X-11, identify the leased or liened device(s), systems or equipment: _____
_____ and identify the company(ies) involved _____.
- 13. Are you aware of any perimeter fences, walls or other constructed or natural borders relating to the Property that may be situated off of the true boundary line? YES NO
- 14. Are you aware of any encroachment from a neighboring property onto the Property or from the Property onto a neighboring property (e.g. fences, walls, structures or other improvements)? YES NO
- 15. Are you aware of whether access to the Property is a shared driveway, a private road and/or is an easement over private or public land? YES NO
- 16. Are you aware of any disputes, disagreements or failure to perform regarding access to the Property? YES NO
If **Yes to any Questions in Sections X-1 through X-16**, detail your awareness of the issues above, identify all requested information and **attach all Documents**: _____

Y. HOMEOWNERS' INSURANCE COVERAGE AND/OR CLAIMS HISTORY:

- 1. Within the past five (5) years have there been any insurance claims made by you or anyone else relating to the Property? YES NO
If **Yes to Section Y-1**, identify the following information as to each claim:
Name of Claimant: _____ Approximate Date of Claim: _____
Insurance Company: _____ Policy Number: _____
Nature of the Claim: _____
If Claim was resolved, how was it resolved: _____
(If more than one claim, please indicate in Part VI.)
- 2. Within the past five (5) years, has any insurance company refused to issue or renew any policy of insurance relating to the Property? YES NO
If **Yes to Section Y-2**, identify the following information:
Insurance Company: _____ Approximate Date of Refusal: _____
The basis for refusal (if known): _____
(If more than one, please indicate in Part VI.)
- 3. Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance? YES NO
If **Yes to Section Y-3**, identify the insurance required by your Lender: _____
If **Yes to any Questions in Sections Y-1 through Y-3**, attach all Documents.

Z. GENERAL AND MISCELLANEOUS ISSUES, CONDITIONS AND/OR PROBLEMS.

- 1. What is the approximate age of the structures on the Property? 16 YEARS
- 2. How long have you owned the Property? 16 YEARS
- 3. Is the Property situated in an unincorporated area of the County? YES NO
- 4. Are you aware of any actual, proposed, requested and/or denied reassessment of property taxes and/or other fees on the Property? YES NO
If **Yes to Section Z-4**, explain the details of that reassessment and **attach all Documents**: _____
- 5. Are you aware of any postings regarding the Property and/or the neighborhood on any community bulletin board, blogs, or any type of social media? YES NO
If **Yes to Section Z-5**, identify the name/location of the site and the content of any known communication and **attach all Documents**: _____
- 6. Are you aware of any of the following having been filled in, removed, abandoned or not in use at the Property at any time (**check all that apply**): septic tank/pit leach line/field oil, gas, diesel or other fuel storage tank water tank well or well-related equipment pool/spa or pool/spa related equipment stream/pond or other water collection area culverts/dams drainage ditch/system bomb shelter Other _____ NONE
If **Yes to Section Z-6**, identify the location of and the reason that each item that has been filled in, removed, abandoned or is not in use at the Property and **attach all Documents**: _____

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7. Has any type of fire (including but not limited to chimney flue and electrical fire) occurred to the interior or exterior of the Property at any time? YES NO

If Yes to Section Z-7 identify (a) the type and location of any fire(s); (b) what aspect(s) of the Property were damaged; (c) any repairs that were made, or not made and (d) **attach all Documents:** _____

8. Are there any locking devices, key pads, and/or other combination locks to any doors, cabinets, drawers or mailboxes? YES NO

If Yes to Section Z-8, identify (a) the location of each locking device;(b) whether or not the keys are missing; and (c) the combinations or access codes: _____

9. (a) Are there any garage door openers/remote controls? YES NO
(b) Do all garage door openers/remote control devices function? YES NO

If Yes to Section Z-9(a), state the number of existing control devices: _____

10. Has any death, natural or otherwise, of a human being occurred anywhere on the Property within the past three (3) years? YES NO

If Yes to Section Z-10, describe the manner of death: _____

PART VI. ADDITIONAL INFORMATION NOT OTHERWISE DISCLOSED ABOVE (use additional pages, if necessary):

SELLER CERTIFIES THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE IS TRUE AND CORRECT TO THE BEST OF SELLER'S KNOWLEDGE AS OF THE DATE SIGNED BELOW AND SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:

Date: 8/11/2025 Seller: Kartik Ayyar, Trustee Seller: 
(Print Name) (Signature)

Date: _____ Seller: _____ Seller: _____
(Print Name) (Signature)

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:

Date: _____ Buyer: _____ Buyer: _____
(Print Name) (Signature)

Date: _____ Buyer: _____ Buyer: _____
(Print Name) (Signature)



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PRDS® REAL ESTATE AGENT'S VISUAL INSPECTION DISCLOSURE DESIGNED FOR USE WITH PRDS® FORMS



Property inspected: 192 Barranca Ter, Sunnyvale, CA 94086 ("Property").

Inspection performed by [X] Listing Agent [] Buyer's Agent Sharon Lee of Pinnacle Realty Advisors (Brokerage Company)

Date of inspection: July 19, 2025 Weather conditions: Sunny and clear

California Civil Code Section 2079, et seq., requires that the Listing agent and the Buyer's agent conduct a competent, diligent, visual inspection of the accessible areas of the real property for sale.

The duty does not, however, require an inspection of the following:

- Areas that are off-site of the Property or in the surrounding neighborhood;
• Common areas of any common interest developments such as condominiums, planned unit developments and stock cooperatives;
• Public records, including zoning and permit files and/or records, maintained by any other person or entity.

The real estate agent's inspection and disclosure is not the equivalent of, nor is it a substitute for, inspections by qualified professionals. Buyer is strongly encouraged to conduct additional/further investigations and inspections regarding any issues or concerns raised in any advisories, disclosures, inspections or reports received by Buyer from any source including, but not limited to, the real estate agents involved in this transaction.

AGENT'S VISUAL INSPECTION DISCLOSURE (attach additional pages if necessary)

A. EXTERIOR:

- 1. FRONT S Bernardo is at the front of the unit.
2. LEFT SIDE FROM STREET (if accessible)
3. RIGHT SIDE FROM STREET (if accessible)
4. BACK Nothing noted.

B. OTHER STRUCTURES: N/A

C. INTERIOR:

- 1. FRONT ENTRY: Nothing noted.
2. LIVING ROOM: Nothing noted.
3. DINING ROOM: Nothing noted.
4. KITCHEN: Combined with dining.
5. FAMILY ROOM: Combined with dining. Marks on the ceiling.

Buyer's Initials () ()

Seller's Initials (kl) ()

Property: **192 Barranca Ter, Sunnyvale, CA 94086**

Date: **August 18, 2025**

- 6. HALL/STAIRS: **Skylight installed.**
- 7. BEDROOM 1: **Trees in front of the unit.**
- 8. BEDROOM 2: _____
- 9. BEDROOM 3: _____
- 10. BEDROOM 4: **N/A**
- 11. BATHROOM 1: **1/2 bath**
- 12. BATHROOM 2: _____
- 13. BATHROOM 3: _____
- 14. OTHER ROOM: **N/A**
- 15. OTHER ROOM: **N/A**
- 16. OTHER ROOM: **N/A**
- 17. BASEMENT: **N/A**
- 18. GARAGE/PARKING: **Cracks on the cement.**

D. OTHER OBSERVATIONS: **Sound of the vehicles is audible.**

Prepared by:

Broker Company representing Seller Buyer: **Pinnacle Realty Advisors**

Date **8/31/2025** by **Sharon Lee**
(Print Real Estate Agent Name)

Signed by: _____
 (Name of Real Estate Brokerage) 

 (Real Estate Agent or Broker Signature)

Receipt of this form completed by the above-referenced real estate agent/broker is hereby acknowledged.

Buyer _____ Date _____ Buyer _____ Date _____

Signed by: _____
 Seller **Kartik Ayyar (Trustee)** Date **8/31/2025** Seller _____ Date _____
 74A7F59936F04AD...
Kartik Ayyar, Trustee

Broker Company representing Seller Buyer: _____
(Name of Real Estate Brokerage)

Date _____ by _____
(Print Real Estate Agent Name) (Real Estate Agent or Broker Signature)

AVID ADDENDUM

Following disclosure and/or advisory items mentioned below may or may not apply to your property.

Square footage for lot size and home may vary from source to source for the same property and can be incorrect from reliable sources such as county records. If square footage is important such as for purposes of remodeling or expansion, Buyer is advised to seek professional measurement from an appraiser or surveyor.

Buyer to consult school district to confirm school attendance boundaries or availability. Some school districts cannot guaranty attendance, especially Kindergarten, at the closest school.

Neighborhood noise may vary from day to day and at different times during the day or night. Buyer is advised to research noise and traffic conditions across different time periods and consult neighbors for additional information.

To have a complete picture of the neighborhood dynamics, buyers shall explore the area thoroughly by speak with neighbors, and reach out to local authorities or community organization for further insights.

Airplane flight patterns change during various weather conditions.

The property was recently painted. There is no way to assess what pre-existing conditions have been possibly painted over.

Buyer is advised that some windows/screens and doors may stick or not operate smoothly. Buyer to investigate.

Buyer is advised that when Seller vacates property the paint on some walls may not match areas that were covered by pictures, mirrors, flat screen television screens, etc. due to wear and weathering. Such conditions may not have been inspected. Additionally nail holes may be patched and paint touched up that does not match perfectly. Sometimes entire walls may need to be repainted to avoid mismatching. Buyer may want to address in contract offer.

Closets and garage storage/boxes/shelving may hide conditions undetected by inspections.

Property inspections and or structural pest reports may not be able to inspect inaccessible areas which upon Seller vacating property may reveal conditions that while not known to Seller may be of concern to Buyers.

Area rugs over hardwood floors may similarly create mismatched areas that were covered or may reveal worn conditions likewise not known to seller. Carpeting may be covering old flooring such as linoleum whose chemical content may be unknown.

Even where a home inspection has been done not all appliance defects, window covering functioning, cracks, scratches, worn areas, etc. may be uncovered.

Landscaping is to be maintained by Seller but in the event Seller vacated the property before close of escrow or Buyer does not occupy right after close of escrow, Buyer should address and/or secure the

services of professional gardening services. In drought conditions watering concerns may need to be addressed by Buyer.

Where property is located near train tracks train whistles may be heard as trains cross intersections are various times of day/night.

Cities and towns keep local crime rate statistics. Buyer advised to consult if of concern.

Common statements:

- *Stain under kitchen or bathroom sink. Buyer to assess if any ongoing conditions or concerns are present.
- *Cracks in driveway or pathways were noted. Buyer to assess safety concerns of said condition.
- *Buyers agent/Broker do not check city/County building records for appropriate permits or code compliance. If such concerns are of importance to Buyer, Buyer should consult with staff of those departments to review the individual file for said property.
- * Buyer to assess safety concerns for said property as it relates to young children.

Buyer and seller have acknowledged, read, and received a copy of the AVID addendum.

Signed by: Kartik Dyyar (Trustee)
 Seller: _____ Date: 8/31/2025

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____



PRDS® CERTIFICATION OF COMPLIANCE WITH WATER HEATER, SMOKE ALARM AND CARBON MONOXIDE DEVICE REQUIREMENTS
DESIGNED FOR USE WITH PRDS® FORMS



Property: 192 Barranca Ter, Sunnyvale, CA 94086

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 or at the commencement of the Lease.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller/Owner is advised that different or additional requirements may be imposed by local ordinance. Seller/Owner 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/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.

Date: 8/31/2025

Signed by: _____
Seller/Owner: Kartik Ayyar (Trustee)
Kartik Ayyar, Trustee

Seller/Owner: _____

SMOKE ALARM AND CARBON MONOXIDE DEVICE COMPLIANCE

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title (or in the case of a lease), required to be equipped with operable smoke alarm(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified by close of escrow or at commencement of the lease. California Health & Safety Code section 13113.7 and 13260, 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 detector(s) and carbon monoxide device(s) should be located for optimal performance and for full code compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke alarms and carbon monoxide devices.

Date: 8/31/2025

Signed by: _____
Seller/Owner: Kartik Ayyar (Trustee)
Kartik Ayyar, Trustee

Seller/Owner: _____

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

Date: _____

Buyer/Tenant: _____

Buyer/Tenant: _____



**PRDS® ADVISORY REGARDING MARKET CONDITIONS,
MULTIPLE AND NON-CONTINGENT OFFERS,
FINANCING/APPRaisal AND PROPERTY CONDITION**
DESIGNED FOR USE WITH PRDS® FORMS



The residential real estate market is, and historically has been, cyclical. Bay Area housing values have experienced repeated up-turns - - with extraordinary price increases in some cases - - and down-turns, where home sale prices descend, in some cases dramatically. Factors contributing to these home price swings include national and local economic conditions and business cycles, and especially the significant and sometimes immediate influence that business advances and declines related to high-tech, bio-tech and other business enterprises exert on the housing sector. Beyond that, the fact that Bay Area housing demand often exceeds housing supply furnishes another important explanation for occasionally intense competition for limited housing stock. Your real estate agent cannot predict market swings, and whether and to what extent real property purchased today will, in the future, appreciate or depreciate in value. In view of these real estate price dynamics, the parties to the Purchase Contract herein are advised of the following:

1. **Multiple Offers and Fair Market Value:** When it comes to residential housing offered for sale, this persistent imbalance of inventory and demand can give rise to “multiple offer” situations, wherein two or more sets of prospective buyers compete - - sometimes fiercely - - for the same property. Vigorous competition can drive a sales price well above asking price and, for that matter, substantially above a figure that would realistically be considered “fair market value”. One peril for the Buyer in such a setting is that an artificially high purchase price can compound the economic consequences of a Buyer's need to sell the property before it has an opportunity to appreciate (if it will at all) to a level reflecting the actual purchase price, thus resulting in the possibility of a net loss to Buyer at time of sale.
2. **Financing and Appraisal Issues and Risks:** Another peril for a Buyer who has “won” such a bidding competition can include inability or difficulty obtaining financing from a lender whose objectively derived appraisal cannot support the actual price paid. A lender's decision to approve of a Buyer as borrower takes into account an evaluation both of Buyer's **creditworthiness**, i.e., the prospects for the Buyer's ability to continuously make mortgage payments and **appraisal**, i.e., an objective fair market valuation of the property.

Where the subject property is appraised at a price considerably below the actual purchase price, the lender will typically decline to make the loan unless the Buyer is willing to provide enough **increased down payment** to cover the difference between the loan amount applied for and the amount the lender (once in receipt of the appraisal) is ultimately willing to lend. This increased down payment requirement can be substantial and, depending on financing contingency status, Buyer's inability to bring in that increased amount may expose Buyer to forfeiture of his deposit, or worse. (It bears noting that, where the Liquidated Damages clause is not made a part of the purchase contract, the economic exposure to a defaulting Buyer has no limit or “cap”.)

Another financing-related risk arises where a Buyer with a loan contingency is putting such a substantial amount of money down that, even with an appraisal far below the Buyer's purchase price, the lender is still willing to lend on strength of an auspicious loan-to-value ratio. The “risk,” therefore, lies in Buyer's contractual obligation to proceed with removal of the financing contingency (even though the property didn't “appraise out” and Buyer feels he paid too much for the property), all because the lender is indeed willing to lend.

Buyer's Initials () ()

Seller's Initials (^{Initial} kl) ()

PRDS® ADVISORY REGARDING MARKET CONDITIONS, MULTIPLE AND NON-CONTINGENT OFFERS, FINANCING/APPRAISAL AND PROPERTY CONDITION (Page 2 of 2)

3. Non-contingent Offers; Associated Risks: A contingency is a contractual condition (e.g., Buyer's approval of the physical condition of the Property) based upon which a Buyer, acting in good faith, can elect to not proceed with the transaction and can recover, without penalty or sanction, Buyer's deposit. Financing, property condition, insurance, title and other contingencies stand as important protections to a Buyer. Accordingly, a Buyer whose offer is fully "non-contingent" - - wherein all contingencies are waived - - foregoes important protections. Among these is the right to cancel the contract based upon an inability to obtain financing or upon a post-acceptance discovery of serious physical defects and other problems. It is important to note that the discovery during escrow of previously unknown defects *does not* (absent fraud) create for the non-contingent Buyer a new right to terminate the contract.

Inherent in Buyer's decision of what price and terms to include in an offer is (on one end of the spectrum) the risk that a non-contingent contract, while attractive to a Seller, exposes the Buyer to the risk of having to either go through with the purchase of a possibly defective property or withdraw and suffer the economic consequences of default. At the other end of the spectrum is the risk that the Seller will reject Buyer's contingent-laden offer in favor of a competing offer with few or no contingencies.

Notwithstanding these important concerns, a Buyer who is determined to prevail as successful bidder may freely elect to assume these risks of non-contingency, preferring instead to generate an offer sufficiently attractive to a Seller that the "risk" of being outbid by a competing offer is correspondingly reduced. **Each buyer must, upon careful deliberation, decide how much of which risk he or she is willing to assume.** Risk factors vary in each transaction and must be thoughtfully considered in each case. For example, where a non-contingent buyer has access to a seller-provided pre-sale disclosure "packet" containing essential inspection reports produced by reliable, reputable professionals, the risk to that buyer regarding those issues is far lower than it would be where no inspections have been undertaken at all. The latter involves maximum risk, and is strongly discouraged by Broker.

4. Property Condition: Irrespective of prevailing market conditions, Buyer is encouraged to engage property inspection professionals to examine the subject property, particularly where the Seller has not obtained and delivered to Buyer (prior to Buyer's submittal of an offer) a pre-sale property inspection report from a professional and disinterested property inspection expert. As stated above, a decision by Buyer to waive contingencies relating to property condition should be made only upon careful deliberation. Buyer should also review in advance such existing disclosures, inspection reports, building permit file records and other materials that could provide information and insights as to condition, value and desirability. Buyer should carefully review Seller and agent information provided in the Transfer Disclosure Statement and any additional disclosure (e.g., the PRDS Supplemental Seller Checklist) information. Additionally, where the contract provides for a pre-close of escrow "Walk-Through" (and whether the transaction is or is not "non-contingent"), Buyer should avail himself of that right and opportunity.

**This Advisory may be signed electronically and/or in counterpart.
The undersigned acknowledge receipt of a copy of this Advisory.**

Date: _____	Date: _____	Signed by: 8/31/2025
Buyer: _____	Seller: _____	<i>Kartik Ayyar (Trustee)</i>
Buyer: _____	Seller: _____	Kartik Ayyar, Trustee
Buyer's Initials (____) (____)	Seller: _____	Initial <i>KA</i>
		Seller's Initials (____) (____)



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

(C.A.R. Form PRBS, Revised 6/25)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
 - A. **MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work 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 by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vice-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
 - B. **MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage 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 Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
 - C. **DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
 - (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
 - (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in **paragraph 2C.**
2. **ACKNOWLEDGEMENT AND CONSENT:**
 - A. **OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. 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.
 - B. **MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
 - C. **DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: **(i)** a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and **(ii)** except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

PRBS REVISED 6/25 (PAGE 1 OF 2)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 2)



By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller – Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer _____ Date _____

Buyer _____ Date _____

Seller Signed by:
Kartik Ayyar (Trustee) **Kartik Ayyar, Trustee** Date **8/31/2025**
74A7F59936F04AD...

Seller _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm Signed by:
Sharon Lee **Pinnacle Realty Advisors** DRE Lic # **02220139**
8319A446CD19423...

By Sharon Lee DRE Lic # **01951707** Date **8/31/2025**

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PRBS REVISED 6/25 (PAGE 2 OF 2)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 2 OF 2)



PRDS® CALIFORNIA CONSUMER PRIVACY ACT ADVISORY
DESIGNED FOR USE WITH PRDS® FORMS



Effective January 1, 2020, the California Consumer Privacy Act of 2018 (“**CCPA**”) gives California residents certain rights regarding their private, personal information that is collected by companies with whom they do business. “Personal information” is broadly defined in the CCPA to include any information that could reasonably be linked directly or indirectly to you as a consumer, including, but not limited to, basic contact information; photographs of and/ or sales information about your real property may also be included. When you are involved in a real estate sales or leasing transaction, some of your personal information will necessarily be collected and some portion of that data will likely be shared with others in that process.

During the course of your transaction, your real estate Broker/Agent may share your personal information with various services providers so as to facilitate the transaction; one such provider is the Multiple Listing Service (“**MLS**”) which is a database of properties listed for sale or lease that is accessible to a significant number of other local real estate Brokers/Agents. The local MLS may also share that information with other MLS such that your personal information may be shared with many real estate professionals and vendors who create or support these databases. Through the MLS, listings containing your personal information may appear on other real estate-related websites or other mediums of display which post such listing information. Either the listing Broker/Agent or the MLS, as authorized by the Broker/ Agent may also transmit listings containing your personal information to internet sites that post property listings online. Thus, there are various service providers and companies during the course of your transaction who may be involved in data sharing that includes your personal information.

Not all individuals and/or entities with whom you interact during a real estate transaction are required to comply with the CCPA, which means that you may or may not be entitled to certain rights and protections afforded by the law when dealing with those entities. As an example, many real estate brokerages and California MLSs may not be deemed covered businesses under the CCPA; however, it is likely that large scale, internet listing aggregate sites would need to comply.

To the extent that the CCPA affects the sharing of your personal information, you may have the right to “opt out” of this data sharing depending upon the MLS. You may have the right to instruct the MLS or other service providers to refrain from sharing your personal information. It should be noted that at the outset of a listing, the Seller or Landlord has the right to refuse to authorize submission of the listing to the MLS or to limit internet exposure; however, such exclusions could well limit the number of real estate professionals and prospective buyers who are aware the Property is available for sale or lease. Choosing not to utilize the MLS may have a negative impact on the marketing of the Property.

If the MLS and/or other service providers are not covered by the CCPA, the MLS and/or other service providers are not obligated to respect your opt-out request.

To opt out of data sharing you will need to contact the covered business to submit your opt-out instructions. Your Broker or Agent might be able to assist you with locating the website address for the MLS or other services providers where you can submit your opt-out instructions but they cannot guarantee your success in opting out.

For more information about the CCPA and your privacy rights, the undersigned should carefully review California Civil Code §§1798.100 - 1798.198 with their own attorney. Brokers are not qualified to provide legal advice on this or any other subject.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

Date: 7/16/2025 Seller Buyer Landlord Tenant: *Kartik Ayyar*
Signed by:
Kartik Ayyar, Trustee

Date: _____ Seller Buyer Landlord Tenant: _____



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PRDS® FAIR HOUSING LAWS & DISCRIMINATION ADVISORY
DESIGNED FOR USE WITH PRDS® FORMS



Property Address: 192 Barranca Ter, Sunnyvale, CA 94086 ("Property")

California law mandates that all housing must be made available to all persons. Discrimination means showing a bias against or a preference for anyone who is in a protected class. Discrimination in housing is illegal under state and federal law. This Advisory is designed to help Sellers, Landlords, Buyers and Tenants understand the relevant laws, to further the purposes of Fair Housing and to help eliminate discrimination in the selling and renting of real estate. This Advisory is not to be used by Sellers, Landlords, Buyers and Tenants as a substitute for securing their own advice from a qualified California real estate attorney and/or local landlord tenant attorney who is well versed in the Fair Housing Laws. Real estate Agents and Brokers are not qualified to provide advice regarding the Fair Housing Laws.

1. FEDERAL & STATE FAIR HOUSING LAWS: (Note: This is not a complete list of all federal, state or local Fair Housing Laws)

- A. FEDERAL FAIR HOUSING ACT also known as Title VIII of the Civil Rights Act (42 U.S.C. §3601 et seq.) prohibits discrimination in the sale, rental or financing of residential housing on the basis of a person's protected class status.
B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (California Government Code §12900 et seq and California Code of Regulations §12005-12271) prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by housing providers and providers of financial housing assistance.
C. CALIFORNIA UNRUH CIVIL RIGHTS ACT (California Civil Code §51) prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges and services to persons in protected classes.
D. AMERICANS WITH DISABILITIES ACT (42 U.S.C. §12181 et seq.) prohibits discrimination based on disability in public accommodations.

2. PROTECTED CLASSES OR CHARACTERISTICS AS SPECIFIED BY THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING ("DFEH"): When making decisions regarding who to rent or sell to, it is illegal to use any of the following criteria:

- Race (including hair texture & style) • Color • Ancestry • Religion • Sex
• Gender • Gender Identity • Gender Expression • Sexual Harassment • Sexual Orientation
• Familial Status (children under 18) • Marital Status • National Origin • Disability (Mental and/or Physical)
• Medical Condition • Military or Veteran • Primary Language • Immigration Status • Citizenship
• Source of Income (including Section 8 & Other Vouchers) • Non-Relevant Criminal History • Age

3. WHO MUST COMPLY WITH FAIR HOUSING LAWS? Anyone who is involved in providing housing accommodations or financial services related to housing must comply with the Fair Housing Laws; that includes, but is not limited to, all of the following:

- Sellers • Landlords • Sublessors • Real Estate Agents and Brokers • Appraisers
• Property Managers • Lenders • Homeowners Associations ("HOA") • Mobile Home Parks

4. ETHICAL AND LEGAL REQUIREMENTS FOR REAL ESTATE LICENSEES:

- A. NAR Code of Ethics Article 10 prohibits discrimination by REALTORS® in employment or in providing real estate licensed services against anyone on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity.
B. Real Estate Regulation §2725(f) requires Brokers who supervise real estate licensees to familiarize salespersons with the requirements of federal and state laws relating to the prohibition of discrimination.
C. Violation of the Fair Housing Laws may result in the loss or suspension of the license of the Agent and/or Broker.

5. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:

- A. Properties that qualify as senior housing can discriminate on the basis of age and/or familial status, only, and not on any other basis.
B. Some owners of single-family residences may be exempt from the Fair Housing Laws IF no real estate licensee is involved in the sale or rental of their property, there is no discriminatory advertising and the owner owns no more than 3 single family residences. Since other restrictions may apply, no one should make any determinations regarding the applicability of any exception without first consulting with their own qualified California real estate attorney and/or local landlord tenant attorney who is well versed in the Fair Housing Laws.

6. SOURCES OF ADDITIONAL INFORMATION: In addition to consulting with appropriate legal counsel, the following resources may be able to provide useful information about the rights, duties and obligations of the Fair Housing Laws at the federal, state and local levels:

- A. Federal Fair Housing website: https://www.hud.gov/program_offices/fair_housing_equal_opp
B. State of California Department of Fair Housing & Employment website: https://www.dfeh.ca.gov/housing/
C. State of California Department of Real Estate website: https://www.dre.ca.gov/Consumers/FileComplaint.html
D. Local: Check with the relevant County Fair Housing Council office (a non-profit, free service)

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY

Date: 8/31/2025 [X] Buyer/ [] Tenant: [X] Buyer/ [] Tenant:
Print Name [] Signed by: Kartik Ayyar (Trustee) Print Name
Date: [X] Seller/ [] Landlord: [X] Seller/ [] Landlord:
Print Name Kartik Ayyar, Trustee Print Name



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant Date
Buyer/Tenant Date
Seller/Housing Provider Signed by: Kartik Ayyar (Trustee) Date 8/31/2025
Seller/Housing Provider Date

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WFA REVIEWED 6/25 (PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 6/23)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.
This is a disclosure to the Purchase Agreement, OR Listing Agreement, Other _____

dated _____, for the property known as 192 Barranca Ter, Sunnyvale, CA 94086 ("Property"),
between _____ ("Buyer", Listing Broker, Other).
and Kartik Ayyar, Trustee ("Seller").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): Kartik Ayyar, as Trustee of The Kartik Ayyar Revocable Trust dated March 15, 2024

_____ dated _____
(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. **ENTITY:** Seller is a Corporation, Limited Liability Company, Partnership Other: _____
which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached.

C. **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

D. **ESTATE:** (1) Seller is an estate, conservatorship, or guardianship, identified by Superior Court Case name as _____, Case # _____.
(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: Signed by: _____
By Kartik Ayyar (Trustee) Date: 8/31/2025
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)
(Print Representative Name) Kartik Ayyar, Trustee Title: _____

By _____ Date: _____
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)
(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other _____ Date: _____
Buyer/Broker/Other _____ Date: _____

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RCSD-S REVISED 6/23 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)



PRDS® ADVISORY FOR PROPERTY OWNED BY A TRUST
DESIGNED FOR USE WITH PRDS® FORMS



Property Address: 192 Barranca Ter, Sunnyvale, CA 94086 ("Property")

The Property is owned by a Trust and the Trustee(s) of the Trust act in the capacity as the Seller. A Trust is established, for among other reasons, tax and estate planning purposes but putting property into a Trust does not eliminate all disclosure obligations of a Seller of real property. This Advisory is intended to inform Seller and Buyer of their general disclosure rights and obligations independent of those established by the contract between them.

Civil Code Sections 1102.2 and 1103.1 provide that some sellers may be exempt from completing certain standard disclosure documents. Effective January 1, 2019, regardless of the number of Trustees, if any of the Trustees are "a natural person who is a trustee of a revocable trust and he or she is a former owner of the property or was an occupant in possession of the property within the preceding year", then those Trustees are not exempt and must fully complete and sign the Real Estate Transfer Disclosure Statement and the Natural Hazards Disclosure Statement.

This Advisory is not intended to serve as the ultimate legal determination of whether any Trust is revocable or irrevocable and/or the exemption status of any specific Trustee; any questions regarding these issues need to be answered by a qualified California real estate attorney.

1. EVEN IF A SELLER IS EXEMPT FROM COMPLETING CERTAIN DISCLOSURE DOCUMENTS, ALL SELLERS MUST COMPLY WITH OTHER FEDERAL, STATE AND LOCAL DISCLOSURE OBLIGATIONS:

In addition to California disclosures required to be in purchase agreements, such as Megan's Law (website information regarding registered sex offenders) and underground pipelines, ALL sellers must comply with the following disclosure obligations:

- A. Common Law:** All sellers are obligated to disclose known material facts affecting the value and desirability of a property even if no specific disclosure form is required to be completed.
- B. Hazard Zones:** All sellers are obligated to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas, and flood hazard zones pursuant to federal, state and local laws.
- C. Smoke Detectors:** State law requires that operable smoke detectors must be in place for single family residences, Seller must disclose their knowledge about the existence and operability of the smoke detectors to Buyer but the cost of compliance with state law may be negotiable between Seller and Buyer.
- D. Water Heaters:** State law requires that water heaters be anchored, braced or strapped and that Seller must disclose their knowledge about compliance to Buyer. The cost of compliance with state law may be negotiable between Seller and Buyer.
- E. Carbon Monoxide Devices:** State law requires that carbon monoxide devices must be installed in residential property if the dwelling has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- F. Water Conserving Plumbing Fixtures:** State law requires that (i) single family residences built before January 1, 1994, be equipped with water conserving plumbing fixtures by January 1, 2017, and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Seller discloses to Buyer the requirements of the law; and (iii) Seller discloses to Buyers whether the property contains any non-compliant plumbing fixtures.

Seller's Initials: (initial) (initial)

Buyer's Initials: (_____) (_____)

- G. Death:** State law requires that all sellers disclose the death of an occupant on the property if the death occurred within 3 years of the date of sale or in response to specific inquiry.
- H. Lead-based Paint:** Federal law obligates Seller to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family from Lead in Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains 1 to 4 residential dwelling units and was constructed prior to 1978.
- I. Tax Withholding:** Federal law requires seller to provide information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A Trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The Trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the Trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the Trustee is electing to treat the Trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

2. IF A QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY HAS ADVISED THE SELLER THAT THE SELLER IS EXEMPT FROM COMPLETING THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") AND THE NATURAL HAZARDS DISCLOSURE STATEMENT ("NHDS") THEN NOTE THE FOLLOWING DISCLOSURE OBLIGATIONS:

- A. Seller may be contractually required to fully complete an Exempt Seller Disclosure form.
- B. Seller may be required by local ordinances to complete separate disclosure forms or provide other disclosures regarding components or conditions of the Property.

3. REGARDLESS OF ANY EXEMPTIONS THAT MAY APPLY TO A SELLER, NO EXEMPTIONS APPLY TO THE REAL ESTATE LICENSEE'S DUTIES AND OBLIGATIONS.

4. THIS ADVISORY MAY BE SIGNED ELECTRONICALLY AND/OR IN COUNTERPART.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS ADVISORY:

Date: <u>8/31/2025</u>	Seller: <u>Kartik Ayyar, Trustee</u> (Print Name)	Signature: <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">Signed by: <i>Kartik Ayyar (Trustee)</i></div> <small>74A7F59936F04AD...</small>
Date: _____	Seller: _____ (Print Name)	Signature: _____
Date: _____	Buyer: _____ (Print Name)	Signature: _____
Date: _____	Buyer: _____ (Print Name)	Signature: _____



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PRDS®
SAN MATEO/SANTA CLARA COUNTIES ADVISORY
 DESIGNED FOR USE WITH PRDS® FORMS

**INTRODUCTION:**

This Advisory is intended to be used in connection with the purchase and 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 July 2022; the information in this Advisory may change over time, and new issues may develop due to actions taken at federal, state, county, city and local levels. Some of the issues that are covered in this Advisory are legal conditions of sale or are legally required preconditions for remodeling and/or improving energy efficiency. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and development of the Property. As used in this Advisory, the term "Broker" refers to and includes all real estate licensees involved in a real estate transaction

- 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, even if general information about the topic is included in this Advisory or in any inspection report(s). To the extent any disclosures made by Sellers are inaccurate or change over time, it is important for Sellers to update and correct their written disclosures in a timely fashion. In general, if Sellers are uncertain about whether they need to disclose something, Brokers recommend that Sellers err on the side of providing as much information as possible. Sellers who need help in completing their disclosure obligations, including what to disclose and how to disclose it, should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure or factual adequacy of any statement or disclosure made by Sellers. Brokers have not verified and will not verify or otherwise investigate any of Sellers' statements and disclosures therefore, Buyers are advised to do so.
- Sellers should conduct a diligent search of their documents to determine if they have any disclosures, reports, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.
- Whether documents are signed electronically or in hard copy, 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 other seller disclosure form.
- 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 Buyers' determination of the condition, use, development, value and/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. Buyers are urged to do all of the following:
 - Carefully read the information contained in any advisories, disclosures, inspections, and 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, or reports.
 - Meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers, by thoroughly and thoughtfully inspecting and evaluating the Property. Viewing videos, virtual tours and other on-line pictures is not a good substitute for visiting the actual Property in person and observing the location of the Property.
- 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 of 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 issues may be more relevant to some people 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, if any. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Broker has not verified and will not verify licensing and insurance information of third parties and will not determine whether vendors who prepare inspection reports or perform repairs are properly licensed to provide those services. Broker cannot and will not determine whether the reports prepared, or repair work performed, by third parties has been properly completed.
- Representations made by third parties or Sellers regarding the issues in this Advisory 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.**

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1. HOUSING STOCK, EXISTING: Many properties in this area have been developed at different times under different state laws or local regulations including building codes and zoning restrictions. They may not be able to accommodate current or future personal property items including, but not limited to, electric cars. Regardless of its age, the Property should be inspected by a competent property inspector and Buyers should obtain all additional inspections recommended by any inspector, or as Buyer may deem necessary for determining the actual condition of the Property. Property components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and could fail without notice. Not all aspects 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 or plastic pipe, which may be defective, create problems with the use or value of other aspects of the home and may be subject to manufacturer or governmental recall or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and plan/budget for maintenance and future repairs. Brokers have not verified and will not verify any of the issues discussed in Paragraph 1.

2. FLOORS AND WALLS: Amount and placement of Sellers' personal property may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings (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. Exposed areas may show differing patterns of wear, shade or color. Since destructive testing may be required in order for Buyers to determine the actual condition of the floors and walls beneath coverings, Buyers may need to secure the written authorization of Sellers to conduct investigations with licensed professionals during Buyers' inspection period, if any.

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

4. RESIDENTIAL FIREPLACE DISCLOSURE: Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

The information in Paragraph 4 was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

5. LEASED/LIENED PERSONAL PROPERTY; SOLAR PANEL LEASES: Many homes have alarm systems, solar systems, water softeners, appliances or other equipment which may be leased or liened. Sellers should disclose to Buyers whether any appliances, systems or equipment are leased or liened and provide all documents relating to those leases and liens. Buyers should investigate whether or not any equipment leases are transferable or may require approval from the lessor, as well as what fees or costs may be imposed whether or not the leased items are to remain in place. See also Paragraph 45, below, regarding PACE liens.

Solar panels may be leased for long periods of time and are included in the sale only if agreed by Sellers and Buyers and Buyer is able to assume the lease. Solar leasing companies may secure lease payments by filing a Uniform Commercial Code form (UCC-1), which gives notice of a creditor's security interest (lien) against the Property. Buyers should consider retaining a qualified expert to investigate the solar-related system prior to assuming any solar lease. Brokers have not verified and will not verify any of the issues discussed in Paragraph 5.

6. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS: Builders of new construction are required to provide certain warranties and information about how to report claims, but may not be required to complete the Real Estate Transfer Disclosure Statement ("TDS"). When there are subsequent sales, Sellers must provide Buyers with builder warranty and claim information. The TDS asks Sellers to disclose any lawsuits by or against the Seller threatening or affecting the Property. It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB 800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 requires a limited one-year warranty from the builder. Section 901, et seq., refers to "enhanced protection agreements", which are sometimes provided by the builder and may extend the warranty period. Other provisions (see section 907, et al.) require the homeowner to follow all reasonable maintenance obligations and schedules communicated in writing by the builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim (see Section 944). Sections 910 and 914 reference pre-litigation procedures and remedies in the event of a claim against the builder. Sellers who have questions about how to answer this TDS question should consult with a qualified California real estate attorney for advice. If lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a qualified California real estate attorney. Brokers are not qualified to provide any advice on these matters.

7. SIZE - SQUARE FOOTAGE, NUMBER OF ROOMS AND AGE: Multiple sources provide data regarding a property's square footage, number of rooms, number of units and age. These sources including, but not limited to, Sellers, appraisers, architects, builders and space planners, often employ quite different square footage measurement criteria. Public records (e.g., Assessor data) also contain that data that may be, and often are, inaccurate but which the Multiple Listing Service ("MLS") auto-populates such information into its listings. As such, there are frequent discrepancies in advertised measurements and other data relating to structures on real property. Any statements from any source regarding square footage, size or age of Property improvements (whether contained in the MLS, advertisements, computer-generated property profiles, disclosures and reports) have not been verified and will not be verified by Brokers. If the estimated or exact square footage, number of rooms or age of the Property are important factors in Buyers' decision to purchase the Property and in determining what price to pay, Buyers should independently verify that data by hiring an Appraiser or other qualified professional during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

8. SIZE - LOT SIZE AND BOUNDARIES: Only a land surveyor can reliably determine actual lot size, property corners, and the exact location of boundaries. Statements regarding these issues in the MLS, advertisements, computer-generated property profiles, data in property tax assessor records or any disclosures are often approximations, or are based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any statements made by anyone regarding lot size and boundaries. If these issues are important to Buyers, they should not rely on any statements made by anyone without independently investigating these issues by hiring a licensed surveyor during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

9. FENCES: If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.

10. SEPTIC SYSTEMS AND WASTEWATER TREATMENT SYSTEM REGULATIONS: If the Property has a "Septic System" (usually consisting of a septic tank, cesspool, leach lines, 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 Septic 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 location, 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, location, size or condition of a Septic System. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, expansion, or other changes to the Septic 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 qualified licensed professionals (e.g., architects, contractors, engineers) during Buyers' inspection period, if any. For more information about on-site waste water treatment/septic system regulations, Buyers should contact the State Water Resources Control Board at (916) 341-5250 and go to the website: www.swrcb.ca.gov. See also Paragraph 86.

11. SEWERS AND SEWER LATERALS: Many 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 or entity and make arrangements with Sellers to transfer any necessary rights to any private sanitary entities. Some sanitary districts and private entities have implemented various requirements, restrictions and charges relating to participation, usage, maintenance, and type of equipment (such as sewer lateral clean-outs, backflow prevention devices) and drainage into sewer systems. Many cities have enacted ordinances requiring the abatement of failed sewer laterals (from the building served to the clean out in the city's right of way). Some cities require inspection/testing, the filing of written reports and repair of sewer laterals prior to sale, remodeling or expanding the residence or when changing plumbing fixtures or utility service. 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 during Buyers' inspection contingency, if any. Prior to transfer of title, some private sewage disposal systems may also mandate inspection/testing of the system, a written report and other requirements for hook-up to a public sewer system, depending upon the proximity of the Property to a public sewer system. Some jurisdictions require certification procedures pre- or post-Close of Escrow. Penalties for noncompliance can be imposed. Each jurisdiction has its own unique requirements which Buyer should research during Buyer's inspection contingency, if any, because these local regulations are subject to change at any time.

Even though the Property may be located in a sanitary district or subject to a sewer assessment, the Property may not be (and may not be entitled to be) 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 and will not verify any of the issues discussed in Paragraph 11.

12. WATER AND WELL SYSTEMS: The Property may be served by a well, a spring, public or private water systems, or a combination thereof, in which case Buyers should consider requesting that Sellers complete the PRDS Well and Private Water System Checklist. Water may contain bacteria, chemical, metals, minerals, and may emit odors, Buyers should contact appropriate governmental agencies and should hire qualified professionals to determine the water source and have the water pressure, water system and its components inspected and determine the availability, quantity, quality and potability of the water. Results of such testing may vary by season and may change over time due to geological events and other factors. Water quality and/or purity may impact Buyers' intended uses for the Property including, but not limited to, the types of trees, landscaping or crops that may be grown. Brokers have not verified and will not verify any of the issues discussed in Paragraph 12.

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, and any other questions regarding regulations, water quality, quantity and/or cost should be directed to Valley Water District by calling (408) 265-2607 or visiting their website at www.valleywater.org. See also Paragraphs 94 and 96.

Valley Water District manages water resources and provides stewardship for Santa Clara County's five watersheds, including ten reservoirs, groundwater basins and hundreds of miles of streams. The District captures local rainfall in the reservoirs throughout the winter months. Then in the spring and summer, the District releases water 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.

13. WATER SHORTAGES AND CONSERVATION / WATER CONSERVING PLUMBING FIXTURES: The Property may be subject to state or local water shortages, conservation, usage and other measures, such as water hook-up restrictions and, at various times, mandatory rationing and the need to bring in water from outside sources. The policies of local water districts and 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 its use of water, increasingly graduated costs, and penalties for excess usage. 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 or development of the Property. If the Property is serviced by a private well or private water system, drought conditions or a low water table, it may become necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water supply companies for the costs involved.

Current law (Civil Code Section 1101.1, et seq.) requires that "noncompliant plumbing fixtures" be replaced with "water-conserving plumbing fixtures" by certain prescribed deadlines. A "noncompliant plumbing fixture" is (1) any toilet manufactured to use more than 1.6 gallons of water per flush (2) any urinal manufactured to use more than one gallon of water per flush, (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute and (4) any interior faucet that emits more than 2.2 gallons of water per minute. The compliance deadlines are as follows:

A. Single Family Residences: If an alteration or improvement is undertaken for which a permit is required, compliance is a precondition of final permit approval (or, as applicable, certificate of final completion or occupancy). All single family residences built before 1994 must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. (NOTE: Condominium units are not currently subject to this requirement.)

B. Multifamily and Commercial: Compliance is required where (1) building additions increase the floor area of the space in the building by more than 10%, (2) estimated costs of alterations or improvements exceed \$150,000 or (3) plumbing fixtures are located in the room where permit-required work is undertaken. **After January 1, 2019, however,** all multifamily and commercial properties must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. **CAUTION:** Owners of such properties should carefully review the applicable statutory language and seek legal advice regarding compliance with the many important elements of compliance, disclosure, notification and other provisions not detailed in this summary.

14. 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 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 and no one can predict future impacts of wet weather conditions. Buyers should investigate these issues and conditions with licensed geotechnical engineers or other licensed engineers during Buyers' inspection period, if any.

15. WATER INTRUSION: Many homes suffer from water intrusion or leakage either on a short-term or long-term basis. 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 significant. The existence and cause of water intrusion is often difficult to detect. An absence of 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. Brokers cannot determine the amount, degree or cause of water intrusion or the extent of any damage that may exist.

16. 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 foundations. High water tables may affect septic systems, wells and the development, use and enjoyment of the land, particularly during months of heavy rain. Many properties have natural springs and 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 geotechnical engineers and civil engineers to help evaluate the effect of high water tables on the Property and consider drainage modifications to protect the structure and improve the value, development, use, and 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 possible repair costs to rectify the problem with licensed professionals during the Buyers' inspection period, if any. Brokers have not verified and will not verify any of the issues discussed in Paragraph 16.

17. CREEKS AND CULVERTS: Many properties are impacted by creeks (narrow channels or small streams) and culverts (man-made structures 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, Buyers should engage licensed professionals and investigate the possibility of flooding and water intrusion that may result from those water sources 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 free-flowing and free of debris. Due to pressures from development, all potential sources of environmental pollution are coming under public scrutiny, including those from farming and horse property. Buyers should investigate the County's land management programs during their inspection period, if any, at the following website: www.sccgov.org.

18. LEVEES: A levee is an embankment to prevent a river or body of water from flooding surrounding land. Due to proximity to various bodies of water and waterways, several geographic areas either have existing levees or require the construction of new levees. 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: www.fema.gov.

19. 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, Buyers 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. Repairs and corrections to the issues in this Paragraph are negotiable by and between Buyer and Seller.

20. ANIMALS, WILDLIFE, PETS AND PESTS: Current or previous owners may have kept domestic and other indoor or outdoor animals at the Property. Animals can cause damage to the 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. Animals can also 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 and 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, 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 or control. These creatures 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 the likelihood of this problem. 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 qualified agencies or organizations during Buyers' inspection period, if any.

21. ENDANGERED SPECIES ACT: Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and several additional California requirements, many species of plants and animals are deemed to be "endangered" or "threatened" and are thus subject to special protective measures which may impact the use or development of the Property; this is especially true in areas that abut a body of water or are in designated wetland area. Violating these laws can result in substantial fines and other civil penalties, and Buyers should contact the U.S. Fish and Wildlife Service at www.fws.gov and the California Department of Fish & Wildlife at www.dfg.ca.gov to determine if the Property is within any designated critical or essential habitat for any listed species. Buyers should also consider hiring qualified professionals experienced with application and enforcement of the Endangered Species Act during Buyers' inspection period, if any. Brokers have no expertise on this subject.

22. POWER LINES AND POWER PLANTS: Cities and counties receive electrical service through power transmission 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 impacted by the existence of high voltage lines, transformers, other types of power equipment and electro-magnetic fields. All areas have experienced power outages caused by multiple factors at various times including, but not limited to, concerns regarding fire hazards. Buyers should confer with the local utility, the State Public Utilities Commission and appropriate professionals during Buyers' inspection period, if any, and investigate the impact that any of these issues may have on the value, development, use, and enjoyment of the Property and/or the need for a home generator.

23. 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 in service or damage to these underground pipes including, but not limited to, the destruction of homes. The general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at www.npms.phmsa.dot.gov. Buyers should investigate these issues with the appropriate municipality and/or Pacific Gas and Electric Company ("PG&E") during Buyers' inspection period, if any, to determine if the Buyers' development, use or enjoyment of the Property is or will be impacted by underground utilities and/or pipes.

24. 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. Hillsides are frequently active or potentially active landslide areas which can negatively impact hillside properties and surrounding properties. The Property may be constructed on unstable or improperly compacted soil and have inadequate drainage capability. Buyers should confirm with an attorney the legality, enforceability and scope of any easements (whether recorded or not) to deal with all surface and ground water. Additionally, the Property may have known or unknown mines, mills, caves, wells, septic or other abandoned tanks, the existence of which can create safety hazards and can cause structural problems or destruction of improvements on the Property and impact the ability to use or develop the Property. Buyers should retain geotechnical engineers and 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 49).

25. EASEMENTS, ENCROACHMENTS, PUBLIC TRAILS, ACCESS RIGHTS, PRIVATE ROADS & MAINTENANCE AGREEMENTS: Sellers need to disclose all known facts relating to the location, existence, maintenance and other obligations of any easement, access right, shared or private road/driveway, shared or private well systems and components, public trails and any possible encroachments affecting the Property. Buyers should investigate these issues and engage 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 animals; as such, the proximity of public trails may impact the value, development, use and enjoyment of the Property. Only a surveyor can confirm the exact location of easements, trails, shared or private roads/driveways and encroachments. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be known by the Sellers and Brokers or cannot be determined by a survey and a title search. Statements regarding these issues in the MLS or advertisements, or plotted by a title company, are often approximations, and may be based upon inaccurate or incomplete records.

The use or maintenance of the Property or other properties by Sellers or others may or may not establish an actual easement, access right, shared or private road, driveway, maintenance obligation or encroachment. Whether or not a written agreement exists to establish a perceived use or obligation, Buyers should have these issues evaluated by a qualified California real estate attorney. Brokers have not verified and will not verify any statements made regarding matters identified in Paragraph 25.

26. VIEWS AND VIEW ORDINANCES: Views from the Property may be affected by weather conditions, future development, growth of trees and vegetation on other properties, current location and future construction of cellular communication antennas and the use of any property within the line of sight of the Property. Buyers should review any covenants, conditions and restrictions ("CC&Rs"), ordinances, regulations, and any other documentation which may relate to views. Buyers should also contact neighboring property owners, government agencies, architects and homeowner associations during Buyers' inspection period, if any, to evaluate any issues that might impact views.

Some cities and counties have view ordinances that 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. Brokers have not verified and will not verify the information relating to views.

27. TREES AND TREE ORDINANCES: Several municipalities have enacted ordinances to regulate and control the removal of trees. 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 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. The City of San Jose, for example, 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.

Whether or not there is an applicable local tree ordinance, Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding the type, condition and/or removal of trees that are on the Property or on a neighbor's property. Brokers are not qualified to make any determination about the issues identified in Paragraph 27.

28. LAND LEASE: Some developments are built on leased land, which may mean that: (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 (and 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 include all related possible issues. Buyers should obtain a copy of the land lease and discuss with their own attorney or other appropriate professionals the practical and legal implications of owning a home on leased land.

29. PERMITS, ZONING AND CODE COMPLIANCE: Any structure, or portion thereof, on the Property, including the original building, any addition, modification, remodel, repair, improvement or accessory dwelling unit ("ADU") may have been built without permits, not according to building codes, or in violation of zoning laws and may not legally be used or occupied as contemplated by Buyers (collectively referred to as "nonconforming improvements"). 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 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 departments. Nonconforming or illegal rental units may be required to be vacated and possibly torn down. It might not be possible to legalize or bring such nonconforming improvements up to current code because of zoning or permit issues 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 all known nonconforming improvements, Sellers may not be aware of all nonconforming improvements or uses, especially those that were made prior to the Sellers' ownership of the Property.

Buyers are strongly urged to investigate the possible existence and status of all possible nonconforming improvements by reviewing all files maintained by 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 and will not verify any of the issues detailed in Paragraph 29.

Although state law has made it easier, under some circumstances, to add units and/or to do lot splits on properties that are zoned for single family dwellings, the ability to make such changes to any property is still subject to local regulation and Brokers cannot determine or verify the future use or development of any property.

Obtaining and finalization of permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples including, but are not limited to, water conserving plumbing fixtures and safety devices for pools and spas. See Paragraphs 13 and 34.

30. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Various federal, state and local governmental agencies impose limitations and restrictions regarding house size, configuration, design, construction and landscaping materials and development of real property depending upon the general location of the Property (e.g., if it is in the Coastal Zone, abuts waterways or is in a designated watershed area or environmental protection zone). Replacement or repairs of certain structures or systems or remodels of portions 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 or remodel has occurred. For example, remodeling or repairs may trigger the need to upgrade the electrical system, elimination of gas lines, the type and number of smoke alarms, installation of water conserving plumbing fixtures (see Paragraph 13). Incentives may be available from some utilities to install energy efficient appliances. Permit or code requirements and building standards can change over time, 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 may impact the installation, replacement and some repairs of roofs, windows, water heaters heating and air conditioning units("HVAC"). Federal Environmental Protection Agency ("EPA") regulations require phasing out the use of R-22, freon which may also impact repairs and replacements of existing air conditioning units and heat pumps. 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, during Buyer's inspection period, if any, obtain the advice of land use professionals, contractors, architects, engineers or other relevant professionals and investigate with the appropriate governmental agency (e.g., building, planning, zoning, environmental health, code enforcement), the U.S. Department of Energy's website www.energy.ca.gov and the California Energy Commission's website: www.energy.ca.gov/title24.

Many homeowners use unlicensed repair people to save money. However, using unlicensed repair people may create problems because those individuals may not be qualified to do the work, they may not know all of the legal requirements for performance of that work and they may not have insurance, performance bonds or other means to enable them to financially stand behind the work performed. Brokers have not verified and will not verify any of the issues detailed in Paragraph 30.

31. PLANS (ARCHITECTURAL & CONSTRUCTION): Property owners often have architectural/construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and even if they are on file with the local planning department. In most situations, Sellers' contracts with the architect specify that the plans remain in the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly.

32. SMOKE ALARMS & CARBON MONOXIDE DEVICES: In addition to state law disclosure requirements on these topics, some cities or counties may require a smoke alarm inspection by a qualified inspector prior to the transfer of title. Sellers and Buyers should contact the local governmental agencies and all applicable regulators regarding the type, number and location of smoke alarms and carbon monoxide devices. Buyers need to determine whether an inspection or additional documentation is needed to certify proper installation and operation of the smoke alarms and ascertain the impact that these issues may have on the value, use, enjoyment or development of the Property. Fire department resources vary from district to district. Buyers should investigate these issues during Buyers' inspection period, if any.

33. RETROFIT, SAFETY & SECURITY REQUIREMENTS: Local laws may require installation of barriers, access alarms, self-latching mechanisms and other measures to decrease risks to children and others presented by swimming pools and hot tubs in addition to requirements imposed by the State of California. See Paragraph 34. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads in addition to the requirements imposed by the State of California. State and local laws may require the installation of locking mechanisms on doors and window bars, operable smoke alarms and carbon monoxide devices, gas shut-off valves, spark arresters and tempered glass, 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 shower heads, 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 and any applicable penalties for non-compliance ,and to determine the extent to which the Property complies with such standards, consult with the appropriate government agencies. To determine the costs, if any, consult licensed construction professionals.

34. POOL & SPA SAFETY: Commencing January 1, 2018, home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. Neither home inspectors nor Buyers and Sellers can agree to waive this requirement if there is a home inspection report but the new law does not obligate Sellers or Buyers to obtain a home inspection report.

Although it is important to have appropriate safety features in place to prevent drowning of small children, this law is not a retrofit requirement that must be completed as a condition of sale. At the time that a single-family residence is altered or improved and there are less than 2 safety features, then installation of 2 of the 7 drowning prevention safety features must be a condition of final permit approval. Therefore, Sellers and Buyers are advised to determine, prior to contract Acceptance, which Party will be responsible for the cost of adding any required pool/spa safety features. Real estate professionals are not obligated to and are not qualified to determine if the Property has any current safety features.

35. BALCONIES/DECKS INSPECTION & RETROFIT REQUIREMENTS: Effective January 1, 2019, state law requires an owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any inspection contingency.

36. GARAGE DOOR SAFETY REQUIREMENTS: Effective July 1, 2019, in addition to existing safety standards regarding automatic reversing device standards, all new automatic garage door openers sold or installed in California must have a battery-operated back-up system to function during electrical outages. This state law is not a mandatory retrofit of existing garage doors; it only applies to new garage doors.

37. RE-KEYING: Buyers are advised to re-key all locks upon possession. Alarm system, (which may be leased, see Paragraph 5), should be serviced by professionals and all alarms codes should be changed by Buyers. Garage door openers and remotes should also be re-coded.

38. ON-LINE PHOTOS, INFORMATION & CONSUMER PRIVACY: Effective January 1, 2020, the California Consumer Privacy Act of 2018 ("CCPA") imposes new privacy obligations on certain types of businesses that collect "personal information" about California consumers. Not all individuals and/or entities with whom you interact during a real estate transaction are required to comply with the CCPA. For additional information, review the *PRDS® California Consumer Privacy Act Advisory*. Whether or not CCPA applies, photographs of the Property provided to the MLS and Brokers' websites may appear on other Brokers' sites as well as national data aggregation sites, including, but not limited to, Realtor.com, Zillow and Trulia. It is not possible for Brokers to remove photos from websites over which they have no control. Information regarding the Property and the neighborhood may exist online in various blogs, discussion boards, Nextdoor, Facebook pages, official neighborhood association and HOA sites. However, other unofficial sites written by third parties may also exist with postings about the community, people and properties. Some online site offer viewers the opportunity to express opinions and air complaints. The information available on official and unofficial sites may consist of opinion, speculation, unfounded assertions and rumors, making it difficult to determine what is and what is not true. Neither Seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, any online information, even if they are using or have used those platforms to advertise goods or services. Sellers and real estate licensees are not obligated to verify, investigate, explain or remove commentary of third parties.

39. EPA REQUIREMENTS FOR PRE-1978 HOUSING: U.S. Environmental Protection Agency ("EPA") regulations require (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, 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: www.epa.gov.

40. 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, lie within the jurisdiction of the California Coastal Commission or other government agency, or be 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 and various types of permits and other fees (especially if the Property is located along the California coastline). If the Property is specially designated on any governmental entity's list or map, there may be severe restrictions on Buyers' ability to retain existing features of the Property, develop, remodel, improve, remove, build or rebuild any of the structures or remove or trim trees or other landscaping. Buyers should investigate these issues during Buyer's inspection period, if any, by retaining the services of a land use consultant and contacting all applicable governmental agencies (including, but not limited, to local city and county planning departments, the California Coastal Commission (www.coastal.ca.gov), or call North Central Coast District Office at (415) 904-5260, the California Department of Fish and Wildlife (www.wildlife.ca.gov) and the U.S. Army Corps of Engineers at: www.spn.usace.army.mil). See also Paragraph 30 of this Advisory. Brokers have not verified and will not verify any of the issues detailed in Paragraph 40.

41. RENTAL PROPERTY, RENT CAPS & JUST CAUSE EVICTION: Effective January 1, 2020, with certain exemptions, California law limits the amount of rent increases that can be made by Landlords during any 12 month period of time and establishes "Just Cause" requirements for evicting Tenants who have continuously and lawfully occupied the Property for 12 months or more. This state law establishes criteria and procedures for At-Fault Just Cause Evictions, No-Fault Just Cause Evictions as well as Tenant payments for No-Fault Just Cause Evictions. Existing and future local ordinances may also apply to the frequency and amount of any rent increases as well as the ability to evict Tenants depending upon whether or not the local law is more restrictive on the Landlord than the state law. Rental property that is offered to the public must be done in compliance with all state and federal fair housing laws including but not limited to, making reasonable accommodations for individuals with disabilities and/or with service/assistance/companion animals. State law prohibits Landlords from refusing to rent to Tenants who intend to operate a day care facility; a residence with up to 14 children is deemed to be a legitimate residential use. State law also prohibits Landlords from discriminating against Tenants on the basis of their source of income, such as "Section 8", the informal name for the federal housing choice voucher program administered by HUD. Several HOAs already have or are considering imposing restrictions on new owners who intend to rent out some or all of their Property which may differ from rules for existing owners.

Landlords must provide various disclosures and advisories to Tenants and comply with state and local Landlord-Tenant regulations. For example, commencing July 1, 2020, Landlords must disclose, in writing, if the Property is exempt from the Just Cause Eviction requirements. Landlords must

also comply with Civil Code Section 827 when giving tenants notices of rent increases. Effective January 1, 2022, Landlords must provide tenants with a booklet entitled "Information on Dampness and Mold for Renters in California". Other statewide Landlord notice requirements include, but are not limited to, providing Tenants with a statutory flood hazard disclosure and a bedbug notice to all Tenants. Landlords must also comply with other regulations to eradicate bedbugs. Effective July 1, 2022, rental property may be subject to a government lead inspection if a city or county receives a complaint of a substandard building or lead hazard violation from a tenant, resident or occupant.

Sellers and Buyers of tenant-occupied property should consult with their own Local Landlord-Tenant Attorney to determine the legal viability of entering into an agreement that the Property shall be vacant prior to the Close of Escrow. Buyers intending to use some or all of a Property for rental purposes should investigate the condition of the Property and all rental property issues with appropriate governmental authorities, the relevant HOAs, and a Local Landlord-Tenant Attorney during Buyers' inspection/investigation contingency period, if any. Brokers are not qualified to provide legal advice and they are not qualified to determine which Landlord-Tenant laws apply to any given Property or Tenancy.

Although state law encourages construction of secondary housing units (an accessory dwelling unit "ADU" or "in-law unit") and prohibits HOAs from unreasonably restricting building an ADU on an owner's separate interest, the ability to construct those units and/or to rent those units to Tenants is still subject to local jurisdiction regulations and approvals. If Buyers intend to construct or use secondary units for rental purposes, they should investigate the financial and legal feasibility of those improvements and uses with appropriate experts during Buyers' inspection contingency period, if any. Brokers are not qualified to make those determinations.

42. RENTAL (SHORT-TERM & VACATION): Various local governmental entities and HOA have enacted, or are considering enacting, regulations on the ability of owners to rent out some portion or all of their Property on either a short-term (30 days or less) or long-term basis using services such as Airbnb and VBRO. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, parking requirements and noise restriction. State law has increased the minimum fines that are imposed for short term rentals that pose a threat to public health and safety. Renting out one's Property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&Rs"). In some areas, the HOA and/or governmental entities are classifying short-term and vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&Rs and/or requires approval of a home occupation permit from the local governmental entity. Neither Sellers nor Brokers can predict if, or when, any jurisdiction or HOA will adopt regulations, limitations or prohibitions on rentals in the future. Buyers who are considering using their Property for short-term or vacation rentals are strongly encouraged to investigate current and pending governmental and/or HOA rules and regulations related to rentals, insurance coverage, and the existence of taxation such as a Transient Occupancy Tax ("TOT") and to review that documentation with a qualified California real estate attorney as well as their own insurance broker prior to the Close of Escrow.

43. MELLO-ROOS DISTRICTS, 1915 BOND, AND OTHER FACILITIES DISTRICTS: The Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and 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 should be referenced 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.

44. "SUPPLEMENTAL" PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Pursuant to Civil Code § 1102.6(c), Seller or Seller's agent is required to provide the following "Notice of Your "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. A change (preliminary change) of ownership form is generally required to be filled by the Buyer with the local taxing agency which identifies the sale price of the Property; however the Assessor may value the Property at its fair market value regardless of the sales price. Parcel and other types of taxes may be added and/or increase over time. For further information concerning these matters, Buyer should contact the County Assessor or Tax Collector and/or Buyer's own tax or legal advisors. Brokers do not have expertise on the issues in Paragraph 44.

45. PACE: California First, also known as PACE ("Property Assessed Clean Energy"), is a program available to homeowners to help with energy and water conservation improvements to their property. Through PACE, property owners may finance such projects as adding insulation or installing more energy efficient furnaces, drought tolerant landscaping or other conservation measures. Buyers and Sellers are cautioned that these financed funds become a line-item obligation on future property tax bills and are usually not listed on Preliminary Reports from Title Companies.

Note: Some lenders may not allow PACE financing because it affects their security interest. Effective January of 2018, Federal Housing Authority ("FHA") has announced that they will not insure any mortgage with a PACE lien in place. Buyers and Sellers are advised to consult with qualified tax, financial and legal advisors regarding the ramifications of an existing PACE loan and whether or not to apply for a PACE loan. Sellers should disclose the known existence of, and any other information regarding, PACE financing relating to the Property.

46. FIRPTA/CALIFORNIA WITHHOLDING: Federal law nominally requires Buyers to withhold and remit to the Internal Revenue Service a set percentage of the purchase price if a Seller is a non-resident alien, unless an exemption applies. The original 10% withholding amount is increased to 15% where the sales price is \$1 million or more. Sellers may avoid this federal withholding requirement by providing to Buyers a "FIRPTA" statement duly claiming exempt status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number. Alternatively, a "Qualified Substitute" (such as the escrow holder) can state under penalty of perjury that it has verified the required taxpayer identification information. The Purchase Contract may impose time limits on how quickly the Seller must provide the required documentation. Buyers can also avoid the federal withholding requirement if the Property purchase price is \$300,000 or less and Buyers sign an affidavit stating that they intend to occupy the Property as their principal residence. California law requires that Buyers withhold and remit to the 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 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 Certified Public Accountant, attorney or taxing authority.

47. DEATH ON THE PROPERTY: California law requires that all Sellers, whether or not exempt from completing any specific disclosure forms, disclose any death on the Property and the manner of death that occurred less than three years of the date an offer to purchase is made. Although the California Legislature deems deaths that occurred more than 3 years prior to the date of sale not to be "material facts," any responses by Sellers and Listing Agents to direct questions on that topic must be truthful. Buyers who have questions or concerns about this topic should put their inquiries in writing for a written response, if any, from Sellers.

48. TRANSFER DISCLOSURE STATEMENT: Unless exempt, Sellers of residential property consisting of 1 to 4 units must complete a Real Estate Transfer Disclosure Statement ("TDS") even if the property is being sold "AS IS". The Parties cannot waive this statutory requirement. Seller must, for example, disclose any past or current lawsuits affecting the Property of which they are aware and disputes regarding construction defects with references to Civil Code Sections 900, 903, 910 and 914. See Paragraph 6 above. If Sellers have any questions regarding how to respond to any of the questions in the TDS, any supplements to the TDS, any other questionnaires, inquiries from Buyers or how to disclose any known material fact, Sellers should consult with their own qualified California real estate attorney.

If Sellers become aware of new information that affects the value, development, use and enjoyment of the Property that the Buyers are not otherwise aware of or has already been disclosed to the Buyers, Sellers may be required (depending upon, e.g., the purchase contract form) to amend the TDS and give Buyer a right to rescind the contract within 3 days of personal delivery (or 5 days of mailing/emailing) of the amended TDS. If Sellers have any questions regarding the obligation to provide and/or the benefits of providing an amended TDS, they should consult with a qualified California real estate attorney. Brokers do not have the requisite expertise to provide advice on the issues in Paragraph 48.

49. NATURAL HAZARDS DISCLOSURE: Unless exempt, Sellers of residential property consisting of 1 to 4 units 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 company to review public records and maps to provide that information to Buyers. Where a Seller is exempt or is otherwise not required to provide the NHDS, it is recommended that Buyers still secure a NHD report to be informed of 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 the cost of the report. Buyers should carefully review all sources relied upon in the NHD report. Not all NHD companies use the same sources and 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 report should contact the NHD company that issued the 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 or to explain the contents of NHD reports.

50. 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 Buyers' or Brokers' visual inspections. 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 is 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 pamphlet. If the Property was built before 1975 and contains structures built with masonry or precast (tilt-up) concrete walls, 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 49). Buyers may be able to obtain earthquake insurance; Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

51. 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 49) or with appropriate government agencies concerning the use and improvement of the Property during the Buyers' inspection period, if any.

52. FIRE HAZARDS, HOME HARDENING & DEFENSIBLE SPACE: Fires annually cause the destruction of many properties in California. Due to climate and topography, certain areas have higher risks of fires than others. Certain fire hazard zones are reported in the NHDS (see Paragraph 49). 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. Wildfire disasters can create health and safety concerns in the aftermath of clean-up efforts, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the impacted areas. Some of the concerns and issues of wildfires include, but are not limited to: lot clearing costs; environmental clean-up concerns; local, state and/or federal regulations for issuing

permits and/or for authorizing rebuilding efforts; availability and cost of securing appropriate insurance coverage and/or utilities; construction-related inconvenience and delay; and the impact that federal, state or local disaster declarations may have on materials, prices, costs and rent. State and local jurisdictions may require that homeowners maintain their properties by means of weed/brush abatement, tree trimming and other measures to create "defensible space" in a fire hazard area.

Effective January 1, 2021, Sellers of property built before January 1, 2010 that is located in high or very high fire hazard severity zones who must complete a Real Estate Transfer Disclosure Statement must also disclose their awareness of the property's fire hardening vulnerabilities. Effective July 1, 2021 Sellers of property that is located in high or very high fire hazard severity zones who must complete a Real Estate Transfer Disclosure Statement must also disclose whether or not there are any local ordinances regarding defensible space or local vegetation management ordinances regardless of the age of the property.

Fire prevention steps may be required of property owners in some areas. Properties located in a high or very high fire hazard severity zone may be subject to CalFire building and use restrictions which can impact the rebuilding, renovation and/or expansion of existing structures and the building of new structures. Information on minimum annual vegetation management standards to protect homes from wildfires may be obtained at www.readyforwildfire.org. Additional information may be obtained at the California Department of Forestry and Fire "CalFire" website <http://fire.ca.gov/>. CalFire also has a "Fire Hazard Severity Zone Viewer" at <https://gis.data.ca.gov/datasets/> which may be used to determine if a property is in a fire hazard zone, if any. For further information, Buyers should contact the local fire department as well as Buyers' insurance agent during Buyers' inspection period, if any, regarding the risk of fires. Buyers should consult with all applicable governmental agencies regarding any questions about fire safety zones and applicable regulations; Buyers should also investigate with Buyer's own construction, architectural and development experts regarding any planned future use or development of the Property. Brokers do not have expertise on the issues addressed in Paragraph 52 and will not verify the fire hazard severity zone of the Property.

53. 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 49). 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 depending upon which flood zone applies and some properties may now be required to have an elevation certification on file with the local government in order to obtain insurance coverage. Buyers should recognize that there is potential for flooding even outside designated zones; flood maps and flood designations may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Changing sea levels and heavy rainfall may also cause potential flooding. For further information, Buyers should consult their lender, insurance agent and the Federal Emergency Management Agency ("FEMA") during Buyers' inspection period, if any.

54. ENVIRONMENTAL HAZARDS: The presence of such environmental hazards 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, tri-chloro-ethane or tri-chloro- ethylene (a.k.a. "TCE"), and 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, if any. 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."

55. MOLD: Mold is one type of environmental hazard. The presence of toxic and 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 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 verified and cannot verify whether there is or is not any type of health hazard.

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 or if any of the inspection reports or disclosure documents indicate that 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 Buyer's inspection period, if any. 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. For more information about Mold, Buyers should consult the Environmental Hazards Pamphlet referenced in Paragraph 55.

56. UNDERGROUND STORAGE TANKS ("UST"): Many homes may have or have had an underground storage tank ("UST") for the fuel oil that fired the 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 USTs 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 tanks capacity is less than 750 gallons and it 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 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 Works Department, Building Department and Fire Department for the Property.

57. GOVERNMENTAL SERVICES: Economic and 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 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 and will not verify the issues addressed in Paragraph 57.

58. SCHOOLS: Neighborhood schools normally serving the Property may not have space available in current or upcoming school years and some schools may be impacted by busing, overcrowding, financial cutbacks, academic achievement difficulties, possible closings and other

issues. Each school district has its own rules regarding school assignments and these rules may change at any time with little notice. The ability to provide schooling for children with special needs varies greatly in different communities. Buyers should thoroughly investigate these and other issues with local school districts during Buyers' inspection period, if any. Brokers have not verified and will not verify the issues in Paragraph 58.

59. NOISE AND ODORS: Levels and types of noise and odors that bother one person may be acceptable to others. Factors which can impact these subjective, sensory issues include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby farming industry, construction, neighbors' indoor and outdoor activities, crops, 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 venues including, but not limited to, the Shoreline Amphitheater, Mountain Winery, Montalvo Center for the Arts, Great America, Levi's Stadium, Avaya Stadium, SAP Arena, schools, parks and ball fields, produce noise at various times. Some coastal properties may be impacted by tsunami warning systems. Buyers should visit the Property at various days and times to personally determine noise and odor levels; Buyers should also contact the respective transportation agencies to determine whether potential noise and odors levels are acceptable to Buyers and will impact the value, development, use and enjoyment of the Property.

60. SMOKING & VAPING ORDINANCES: The Counties of Santa Clara and San Mateo as well some cities in those counties have or are in the process of enacting smoking ordinances regulating smoking pollution from a variety of tobacco and non-tobacco devices, including but not limited to vaping, within some types of residential property. These regulations may limit or affect where smoking is permitted, the terms of any applicable lease agreements, the smoker's responsibilities to others for the effects of second-hand smoke and other issues. Different rules may apply to multi-unit residences. CC&Rs and homeowners' association rules and regulations may also address these issues. For more information, Buyers should go to the applicable governmental website and should contact the homeowners' association.

61. MARIJUANA & DRUG LABS: Effective January 1, 2018, California has passed laws legalizing marijuana ("cannabis"); however, that statewide law requires local cities and counties to enact regulations for the issuance of permits and licenses prior to anyone using, cultivating, distributing and/or selling cannabis. Those regulations can include, but are not limited to, a determination as to the availability of water and other resources to grow cannabis. NOTE: there are still federal laws which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California that have passed contrary legislation is still possible. If Buyers are intending to purchase property that has been used for cultivation, distribution and/or sale of cannabis or if Buyers are intending to purchase property for those same purposes, Buyer should consult with a local, qualified California real estate attorney who has expertise in this area. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent.

The new State laws allow landlords to prohibit/regulate smoking of marijuana in or on the landlord's property as well as to allow landlords to prohibit the cultivation, distribution and sale of marijuana for any purpose.

Some properties may have been used as illegal methamphetamine labs. California law requires owners to notify occupants of such usage. Depending upon the circumstances, special clean-up efforts may be needed. Buyers should consider hiring an environmental hygienist contractor and other appropriate professionals to inspect a property where marijuana activity has taken place or where there has been a methamphetamine lab. Brokers are not qualified to make any determinations regarding the issues in Paragraph 61.

62. CRIME: The existence of crime is a fact of life. Some areas experience more crime than others and crime statistics for various areas may rise and fall over time. Local law enforcement agencies may target designated areas for special, but temporary, enforcement measures. Individual criminal acts may occur anywhere and may or may not be reported to law enforcement or news sources. During their inspection contingency period, if any, Buyers should check with local law enforcement agencies if concern over criminal activity is a factor in the purchase of the Property. Brokers do not undertake these investigations and do not have the necessary expertise to evaluate criminal activity.

63. "WIRE FRAUD" SCAM ALERT: Recently some Buyers and Sellers have received emails purportedly sent by their agent or an escrow company providing wire transfer information, but that are actually sent by hackers who re-direct the funds to the hacker's account with an off-shore site. Buyers and Sellers should confirm all email wire transfer instructions directly with the escrow officer by calling the escrow officer directly and personally confirming verbal wire transfer instructions before taking any steps to have their funds transferred. If a questionable wiring instruction has been received, Buyers and Sellers should promptly notify their bank, their real estate broker and the escrow officer, as well as the FBI at www.fbi.gov or the Internet Complaint Center at www.ic3.gov.

64. FREEWAYS, HIGHWAYS AND STREETS: The ability to travel on public roads varies greatly due to present and future changes in those roads, development and construction of other properties, weather, traffic congestion, and such other factors as peak travel times. Public and private events and venues can add substantially to travel times, and resultant traffic impacts may adversely affect the value, development, use and enjoyment of the Property. Buyers should assess their own transportation needs and investigate relevant transportation issues during various times and days of the week during their inspection period, if any.

65. TRAINS AND BART: Caltrans operates commuter trains that run daily from San Jose to San Francisco and make stops in Santa Clara and San Mateo Counties. A railroad train also runs between San Jose and Cupertino several times a week. Freight trains operate at various times of day and night in both counties. The Bay Area Rapid Transit district operates trains. Trains, train tracks and train stations may create noise, impact local streets, and affect the value and desirability of some property. Under regulations issued by the Federal Railroad Administration, 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. Caltrans has relocated horns onto the top of the locomotives, increasing the volume and range of the sound. Caltrans is attempting to balance neighborhood noise concerns with required safety regulations. Since ultimate impact on the Property or Buyers of any type of train traffic is subjective in nature, Buyers are advised to personally investigate these issues during their inspection period, if any, to determine their potential impact. For more information, go to www.caltran.org; www.bart.gov.

66. HIGH-SPEED RAIL: On November 5, 2008, California voters approved Proposition 1A authorizing funding of a high-speed rail transportation system ("HSRTS") linking various cities in the State. Both the location of the proposed HSRTS 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 HSRTS, it may have a negative effect on some properties in the San Francisco Bay Area. Precisely what impact, if any, the proposed HSRTS system will have on the Property or Buyers preferences 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, if any. The California High-Speed Rail Authority ("Authority") is responsible for planning, constructing and operating that HSRTS; Buyers can obtain more information at www.cahighspeedrail.ca.gov.

67. INSURANCE - CLUE REPORTS: 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 might impose. Some insurance companies may impose such retrofit requirements as installation of safety glass, fireplace spark arrestors, and a gas shut-off valve. (The fact that an insurance company may require these repairs as a pre-condition of coverage does not necessarily mean that a Seller is otherwise legally obligated to install such devices). 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 and the cost of this insurance may be increased. Buyer's own insurance agent should be consulted during Buyer's inspection contingency period, if any, 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 53). 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 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 ensure that adequate coverage is provided for. Buyers should also consider asking Sellers order a C.L.U.E. report, (a 5-year history of past insurance claims) on the Property. Some insurance companies at various times have stopped issuing homeowner's insurance policies in California as well as in other states as a result of the increase in mold claims. Some insurance companies will not issue 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 or water intrusion claim within the last five years. During their inspection or insurance investigation, Buyers should assure themselves that homeowner's insurance can be obtained on the Property.

In the event that the Parties propose either that Seller retain possession of the Property after escrow closes (for any period of time), or that Buyer obtain possession prior to the Close of Escrow, the Parties should first consult with their insurance brokers to ascertain the availability of necessary insurance coverage.

68. TITLE INSURANCE: Buyers generally receive a Preliminary Report ("Prelim") from a title company as part of the Buyer's investigation of the Property. California law provides that a Prelim is only an offer of title insurance and is not a guarantee of title. The Prelim may not contain every item affecting title. Buyers should carefully review the Prelim and investigate all of the underlying documents that are referenced as policy "exceptions" or "exclusions". Although lenders must disclose that title insurance is optional, Brokers strongly encourage Buyers to purchase title insurance as recommended in the Mandatory Notice of California Civil Code Section 1057.6 which states, "Important: in a purchase or exchange of real property, it may be advisable to obtain title insurance in connection with the Close of Escrow since there maybe prior recorded liens and encumbrances which affect your interest in the property being acquired. A new policy of title insurance should be obtained in order to ensure your interest in the property that you are acquiring."

69. HOME WARRANTY: Buyers and Sellers can purchase home warranty plans that cover, both before and after Close of Escrow, various systems of the Property. Sellers can obtain coverage for the Property during the listing period. For an additional premium, upgraded policies providing additional coverage for, e.g., air conditioning, pool, spa, appliances, well and other features may be available. 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.

70. COMMON INTEREST DEVELOPMENTS ("CID") & CC&Rs: If the Property is a condominium or is located in either a planned unit development or common interest subdivision, there will probably be a HOA as well as governing documents that pertain to the HOA, individual properties and the common area. HOA rules and regulations may limit Buyers' use and enjoyment of the Property. Buyers should keep in mind that HOA governing documents can change over time (by board action, the member approval process and/or court action thus there is no guarantee that the Buyers' future intended uses will be allowed. For more information about the types of governing documents, the duties and obligations of Sellers and Buyers, please review the PRDS® Common Interest Development Advisory.

If there are any unlawful discriminatory covenants contained in recorded CC&Rs, Owners and future Owners have the right to have that language removed through the restrictive covenant modification process that is handled by the County Recorder's office.

71. PRIVATE TRANSFER FEE: A private transfer fee ("PTF") is a payment required and imposed within CC&Rs or other recorded instruments and due upon transfer of title. Sellers must disclose the existence of any PTF, the amount of the fee required, a description of how the fee is calculated, the entity that is to be paid, 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 Seller may not actually know whether the Property is subject to a PTF, Buyers should carefully examine any and all title documents and consult with a Title Officer to determine this issue.

72. NON-CONFIDENTIALITY OF OFFERS: Sellers or Sellers' representatives may not be legally obligated to treat the existence, terms or conditions of any Buyers' offer as confidential unless confidentiality is required by law, regulation, or a confidentiality agreement exists 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.

73. 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 deposits 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. 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 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. California law prohibits including in the Purchase Contract any other type of remedy (such as a release or forfeiture of deposit or a non-refundable deposit) aside from the statutory liquidated damages clause for the Buyers' breach of contract. Brokers cannot give any legal advice about the issues in Paragraph 73 or determine who is entitled to receive the deposit. Any questions on these topics should be referred to a qualified California real estate attorney.

74. MEDIATION AND ARBITRATION: 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 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. Brokers are not obligated to mediate with the Parties unless they agree to do so in writing.

Arbitration is a form of dispute resolution which involves hiring a neutral third party (the "Arbitrator") to render a formal decision on the claims and allegations and what damages, if any, shall 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. Arbitration is best handled by attorneys who understand real estate principals and the arbitration process issues. By agreeing to Arbitration, the Parties give up their rights to a jury trial and appeal. Arbitration 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 arbitration, any dispute arising out of purchase and sale must (with some limited exceptions) be submitted to binding arbitration. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether 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. Brokers cannot give legal advice regarding these matters.

75. 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.

76. COMMUNICATION SERVICES & DEVICES: The availability of communication services differs throughout the state and the quality of those services is a subjective issue, due to people's individual preferences and uses. The quality and range of cell phone reception that a Buyer's current carrier provides may not be as good (or even available) at the Property; Buyers need to evaluate that issue for themselves. Buyer's should also investigate the availability of any desired type of television service (e.g., cable, satellite) and the quality of reception. The availability, quality and cost of internet access and service should also be investigated to make sure that Buyers' intended uses are feasible. Asking if a Seller has had any problems with the current internet service (including, but not limited to, any issues with the speed of downloading and uploading data), is not necessarily the best means of predicting whether the Buyer will be satisfied with the internet service; Buyers should contact the internet service provider to determine if the current service will be adequate for Buyer's intended usage and/or the cost of installing a service that will better meet the Buyer's needs. Brokers cannot and will not verify the availability, quality or cost of any communication services or devices.

REGIONAL ISSUES:

77. LITIGATION BY OR AGAINST A CITY, COUNTY OR GOVERNMENTAL AGENCY: Buyers should investigate whether there is any pending litigation or administrative claim that may affect the value, development, use or enjoyment of the Property or impact the ability of the local community to provide necessary services. Buyers should check appropriate governmental websites.

78. COASTAL CONDITIONS, SEA LEVEL RISE: Property located near coastlines may be subject to frequent strong winds, wind-driven rain, fog, salty sea air and/or mist, as well as 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. Coastal properties may be negatively impacted by ocean tides/currents, increased risk of flooding, sinking land, and tsunamis. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of siding or roof shingles, water intrusion and other problems are common; thus, coastal properties require regular, thorough maintenance efforts. Development, current and future use, maintenance, repair and remodeling of coastal properties may be regulated by the California Coastal Commission and other governmental agencies (see Paragraph 40). Buyers should investigate these conditions and restrictions as well as the cost of increased maintenance and repairs that may be needed.

Sea level rise has the potential to negatively impact coastal properties in many ways, including, but not limited to, the following: coastal flooding; shoreline, beach and bluff erosion (that may necessitate sand replacement and/or result in loss of land, landscaping and structures); short term and long term viability of seawalls and bulkheads (regardless of the legal status of such structures); limitations on new coastal construction, development, improvement and/or repairs to existing properties and structures; enactment of geological hazard abatement districts and assessments; and changes to the "mean high tide line" which is used to determine property boundary lines. For more information about sea level rise, Buyers may go online to the National Oceanic and Atmospheric Administration Office for Coastal Management at https://search.usa.gov/search?affiliate=csc_search_all&query=sea=level=rise Brokers do not have expertise on the issues addressed in Paragraph 78.

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 approximately 50% of the state's coastline and 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.

79. 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 size and location of structures and impose other requirements and restrictions on property owners. Buyers of such property should contact BCDC at (415) 352-3600 for additional information.

80. BAY FILL: Some properties that are built on bay-fill have experienced salt leaching from the soil into and through concrete causing corrosion to the iron rebar in the foundations. Buyers of property built on bay fill should investigate this issue with qualified professionals.

81. 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 surrounding residential areas.

82. 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.

83. "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 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 that form.

84. AFFORDABLE HOUSING (MANDATED): Many cities are studying how to add residential units and "affordable housing" within their jurisdictions so as to comply with state and local legal requirements; some cities are in litigation relating to mandatory affordable housing issues, and others have already implemented affordable housing plans. As a result of recent revisions to state laws, there is a possibility that multi-family units and/or Accessory Dwelling Units ("ADUs") may be added to existing properties within single-family housing developments which may change the character and appearance of some traditional neighborhoods. For more information about what any particular city is doing in regard to this topic, go to that city's website (the sites for cities in San Mateo and Santa Clara County are listed on the last page of this Advisory). Brokers do not have expertise on the issues addressed in Paragraph 84.

85. SIGNAGE & ADDRESS IDENTIFICATION ORDINANCES: Many cities regulate the type and size of "For Sale" and other signs that may be located on private property and public property. The visibility, size and type of residential house numbers are also subject to various local regulations. In some cities, residential addresses must be illuminated.

LOCAL SAN MATEO COUNTY ISSUES

86. SAN MATEO COUNTY ONSITE WASTEWATER ORDINANCE: All new residential or commercial facilities that are unable to connect to a sewer line must install an Onsite Wastewater Treatment System ("OWTS"), depending on the size of the property and where it is located (e.g., Half Moon Bay, Portola Valley, Woodside and unincorporated areas of San Mateo County). For a new Septic System, a site exam and soil percolation test must be completed prior to submission of a septic installation permit application. A remodel of properties serviced by existing OWTS may require an upgrade of the OWTS and additional plans or testing may be necessary. Existing septic tanks must be serviced by a certified septic pumping company that must provide the County with a copy of the written report regarding the condition of the septic tank within 30 days of pumping. If there are deficiencies noted in the OWTS, the County Environmental Health Department will notify the owner in writing of the needed corrections and the homeowner will then have 60 days to make the repairs. Securing a septic inspection report is not a condition of sale unless Buyer and Seller agree in writing to conduct that inspection or it is required by a local ordinance. Any resulting report must be provided to the County. Brokers cannot determine the impact or applicability of this ordinance; Buyers and Sellers should investigate this issue by going to the following website: www.smchealth.org/landuse.

87. 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 or officially finalized. If an improvement was constructed without all necessary permits or not in compliance with building codes, the City may require the owner to remove it or legalize it at substantial cost. Buyers should independently confirm the information contained in a 3-R Report during their inspection period, if any, and should engage the services of a qualified contractor, architect or other professionals to verify its information. 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.

88. FOSTER CITY LEVEE PROTECTION: For several years, the City of Foster City Public Works Department has been studying a plan to improve its Levee System which provides flood protection and creates recreational purposes. The planned improvements may increase local assessments. For more information go to www.fostercity.org/publicworks.

89. HALF MOON BAY: The City of Half Moon Bay settled a law suit resulting in the issuance of city bonds; the City will be using insurance proceeds to pay down its debt. Buyer should investigate whether this latest fiscal decision impacts the ability of Half Moon Bay to provide necessary services. For additional information go to www.hmbcity.com.

90. 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 arresters, smoke alarms and address number visibility by means of illuminated numbers. Buyers of property located in Hillsborough should not close escrow without receiving the Seller's Statement of Compliance form. The Town of Hillsborough also requires sewer lateral and water services testing procedures when real property is sold.

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, sewer lateral and water testing and other requirements for property located in Hillsborough go to the following website: www.hillsborough.net.

91. 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 properties. This requirement is triggered when any addition, alteration or repair of the structure or building (with the exception of repairs to the exterior only) requiring a building permit is undertaken and the cost estimate exceeds \$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.

92. PORTOLA VALLEY RESIDENTIAL DATA REPORT AND HISTORIC PRESERVATION: The Town of Portola Valley requires sellers to provide buyers 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 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 29 and 30 of this Advisory.

93. 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: www.RSOA.info. The Redwood Shores Community Association is a social and community advocacy organization which can be contacted at the following website: www.RSCA.org.

94. 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. . 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 their own insurance broker to determine the possible ramifications of expanding the flood designation on the value, 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 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: www.cityofsanmateo.org.

LOCAL SANTA CLARA COUNTY ISSUES

95. ALDERCROFT HEIGHTS COUNTY WATER DISTRICT ("AHCWD"): AHCWD is a California Special District that provides water services in the Aldercroft Heights neighborhood of the Santa Cruz Mountains. Sellers are responsible for contacting the AHCWD's Business Office so that a final meter reading can be taken and a transfer fee is collected in escrow. To initiate water service, the Buyer must also contact the AHCWD's Business Office and all past due water service charges must be made current as a condition of receiving water service. Brokers have not determined and will not determine applicable charges. Buyers and Sellers should investigate this issue by calling (408) 353-4255 or going to the following website: www.aldercroftheightscwd.org.

96. LOS ALTOS HILLS: The Town of Los Altos Hills has established standards for roads and 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; the Town is also implementing a separate pathway plan. For information about this or any other issues affecting property in the Town of Los Altos Hills, go to the following website: www.losaltoshills.ca.gov.

97. MORGAN HILL: The Valley Water District intends to drain Lake Anderson as part of its plan to rebuild Anderson Dam in 2016; the project will take approximately 3 years to complete. It is unknown what impact, if any, the retrofit project will have on the development, condition, use, and enjoyment of surrounding homes. Buyers are encouraged to investigate this project by contacting the Water District at www.valleywater.org.

98. SARATOGA: The City of Saratoga has enacted an ordinance which may require an occupancy inspection upon transfer of title on properties other than single family residences. For information about this or any other issues affecting property in Saratoga, go to the following website: www.saratoga.ca.us/

99. 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: Sunnyvale.ca.gov.

COUNTY AND MUNICIPAL WEBSITES

Counties and Cities have additional local codes and regulations that affect real property that are not listed in this Advisory. Local requirements may impact the value, desirability, use and/or development of real property and are subject to change over time. County and Municipal websites are a useful source of information about their communities including, but not limited to, elected officials, government agencies, school districts, non-profit & for-profit organizations and local propositions. While these websites are provided for your convenience in accessing additional information, this Advisory does not warrant or guarantee the completeness or accuracy of the information contained in these sites and/or their resources. Buyers and Sellers are strongly advised to research all available information they deem necessary to make reasoned decisions about buying or selling real property; it is not the obligation of real estate licensees to investigate these issues.

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

CITIES AND TOWNS WITHIN SAN MATEO 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/>
- 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.woodsidetown.org/>

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

CITIES AND TOWNS WITHIN SANTA CLARA COUNTY:

- 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/>
- 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.cityofpaloalto.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/>

ELECTRONIC SIGNATURES

You may be able to sign transaction documents electronically making it possible to skip from one signature line to the next and thus easier to ignore the terms and conditions to which a signature or initial applies. If you choose to sign documents electronically be certain to take your time to read each document thoroughly and only sign or initial those documents that you with full knowledge and consent intend to sign.

SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:

1. Brokers do not warrant or guarantee the past, present or future condition of the Property and shall not be responsible for any unknown, 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 and will not verify square footage or size of structures or land, boundary lines of the Property, statements made by others (including but not limited to Sellers), information contained in inspection reports, the MLS, 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 any type of 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 18 PAGE ADVISORY.

DATE: 8/31/2025 SELLER *Kartik Ayyar (Trustee)*
Signed by: Kartik Ayyar, Trustee

DATE: _____ SELLER _____

DATE: _____ BUYER _____

DATE: _____ BUYER _____



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
(Use a separate form for each Transferor)
(C.A.R. Form AS, Reviewed 6/25)

1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent).

2. SELLER'S INFORMATION:

192 Barranca Ter

A. PROPERTY ADDRESS (property being transferred): Sunnyvale, CA 94086 ("Property")

B. TRANSFEROR'S NAME: ("Transferor")

C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

A. (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

B. (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA

(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.

B. TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.

5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)

A. Social Security No., or Federal Employer Identification No. (TIN)

B. Address (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)

C. Telephone Number

6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Kartik Ayyar (Trustee) Date 8/31/2025

(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust). Kartik Ayyar, Trustee

Typed or printed name Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Date

Buyer (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Date

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

For further information on federal guidelines, see C.A.R. Legal Q & A "*Federal Withholding: The Foreign Investment in Real Property Tax Act*," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "*California Nonresident Withholding*," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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AS REVIEWED 6/25 (PAGE 1 OF 1)



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

192 Barranca



**PRDS® ADVISORY REGARDING NEW FEDERAL REQUIREMENT
GEOGRAPHIC TARGETING ORDER
DESIGNED FOR USE WITH PRDS® FORMS**



Property Address: 192 Barranca Ter, Sunnyvale, CA 94086

On November 15, 2018, the Financial Crimes Enforcement Network (“FinCEN”), an agency of the United States Treasury Department, issued a Geographic Targeting Order directing Title Insurers and their agents to collect and report information about certain residential real estate transactions. The purpose of the Geographic Targeting Order is to assist law enforcement and regulatory agencies to identify potential money laundering.

The Geographic Targeting Order reporting requirement only applies to purchase transactions that meet all four (4) of the following criteria:

1. The property is a residential, not a commercial property;
2. The purchaser is a corporation, limited liability company, partnership or similar legal or business entity, as opposed to a person or trust;
3. The purchase is made without a bank loan or another similar form of institutional financing (absence of financing by a financial institution that is required to have an anti-money laundering policy); AND
4. Any portion of the purchase price (including initial deposit) is paid using currency, a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency.

The Geographic Targeting Order applies only to transaction involving residential real estate in three (3) Northern California Counties where the purchase price is \$300,000 or more:

San Francisco, San Mateo or Santa Clara

If a \$300,000 or more purchase meets all 4 of the criteria above in any of the three targeted Counties, the Title Company will be required to report some of the Buyer's non-public personal information (“NPI”) to FinCEN within 30 days of the closing. If a currently pending or future transaction may be subject to this new reporting requirement and the Buyer fails to provide the required information, the federal government has instructed Title Companies not to close the transaction.

Brokers cannot and will not determine the impact of this new requirement on any transaction.

The undersigned acknowledges receipt of this Advisory

Signed by: Kartik Ayyar (Trustee)
 DATE: 8/31/2025 SELLER: Kartik Ayyar, Trustee
 DATE: _____ SELLER: _____
 DATE: _____ BUYER: _____
 DATE: _____ BUYER: _____



BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)** Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

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BHIA 6/24 (PAGE 1 OF 1)



BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)



MEGAN'S LAW DATA BASE DISCLOSURE
Regarding Registered Sex Offenders
(C.A.R. Form DBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement OR, other _____, dated _____, on property known as: 192 Barranca Ter, Sunnyvale, CA 94086, in which _____ is referred to as Buyer/Tenant and Kartik Ayyar, Trustee is referred to as Seller/Housing Provider.

Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider Kartik Ayyar (Trustee) Date 8/31/2025
Signed by:
74A7F59936F0AD...
Kartik Ayyar, Trustee

Seller/Housing Provider _____ Date _____

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DBD REVISED 6/23 (PAGE 1 OF 1)

MEGAN'S LAW DATA BASE DISCLOSURE (DBD PAGE 1 OF 1)

NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:
192 BARRANCA TER, SUNNYVALE, CA, 94086 ("PROPERTY")

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

The following are representations made by the seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

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

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

Yes: No: 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: No: Do not know and information not available from local jurisdiction:

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes: No:

High FHSZ in a state responsibility area High FHSZ in a local responsibility area

Very High FHSZ in a state responsibility area Very High FHSZ in a local responsibility area

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to section 4142 of the Public Resources Code.

Yes: No:

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

Yes: No:

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

Yes (Landslide Zone): No: Map not yet released by the state:

Yes (Liquefaction Zone): No: Map not yet released by the state:

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Sellers(s): Kartik Ayyar (Trustee) Date: 8/31/2025
74A7F59936F04AD... Signed by:

Signature of Sellers(s): [Signature] Date: _____
61E9A446CD19423... Signed by:

Seller's Agent(s): _____ Date: 8/31/2025

Seller's Agent(s): _____ Date: _____

Check only one of the following:
 Sellers(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 sellers(s) and agent(s).

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

This statement was prepared by the following third-party disclosure provider: SNAPNHD, LLC on 07/18/25

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

By signing below, Buyer(s) also acknowledge(s) they have received, read, and understand the additional disclosures, materials and legal information provided in this Report, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, and Lead-Based Paint and Mold.

Government Booklets are available at: www.snapnhd.com/resources.

Signature of Buyer(s): _____ Date: _____

Signature of Buyer(s): _____ Date: _____

Attention zipForm® Users:

Note that due to file size constraints, you will need to **access** and **email** all 5 of the following EPUBD forms separately as listed below:

- ? **1_HAZARDS - Residential Environmental Hazards**
- ? **2_LEAD - Protect Your Family from Lead in Your Home**
- ? **3_HERS - Home Energy Rating Pamphlet**
- ? **4_EARTHQUAKE - Homeowner's Guide to Earthquake Safety**
- ? **5_SIG PAGE - Signature Page - PRINT** (includes signature page for HERS, Environmental Hazards and Earthquake Safety, Federal Lead and Toxic Mold.)

Received and reviewed by Seller (124 pages):

Signed by:  
61E9A446CD19423...

8/31/2025

Received and reviewed by Buyer (124 pages):

**ADVISORY AND DISCLOSURE REGARDING THE USE OF A
CONSTRUCTION AND/OR REMODEL CONTRACTOR**

Property Address: 192 Barranca Ter, Sunnyvale, CA (the “Property”)

Seller has indicated an interest in retaining a contractor or construction/remodel company to remodel, improve and/or repair the Property to prepare it for sale (the “Contractor”). Seller is advised to consider the following:

1. The Contractor is independent of seller’s agent and real estate brokerage (the “Brokerage”). The Brokerage has no involvement in the ownership or supervision of the Contractor or its work. Seller acknowledges that seller is retaining the Contractor independent of the Brokerage and based on seller’s independent research and verification of the qualifications of the Contractor.
2. Seller is advised to research the Contractor and any other professional seller seeks to retain. At a minimum, seller should check the Contractor’s licensure on the Contractors State License Board ([cslb.ca.gov](http://www.cslb.ca.gov)), as well as ensure that the Contractor has sufficient insurance, including workers’ compensation, commercial general liability insurance and any other insurance seller deems necessary or appropriate.
3. Brokerage does not represent or warrant the qualifications of the Contractor. Seller agrees to hold Brokerage not liable for any claims, conditions, or any other liabilities created by the Contractor. If seller takes action against the Contractor and a claim is asserted against the brokerage, Seller agrees to indemnify the brokerage for any liability arising out of that claim, including, without limitation, the payment of attorney’s fees, costs, settlement, and/or any potential judgment. The Brokerage shall have a right to retain separate counsel at seller’s expense.
4. While the Brokerage may render opinions or make suggestions regarding potential improvements and/or repairs to be made to the property to make it more marketable, the Brokerage does not guarantee that such improvements will increase the value of the Property. Further, Seller acknowledges that the real estate/housing market fluctuates making prices difficult to predict.
5. All contracts shall be directly between the Contractor and seller. Brokerage will not be a party to that contract. Seller acknowledges that it is seller’s responsibility to work with the Contractor to ensure that appropriate permits are obtained and finalized if required for the work undertaken by seller and the Contractor. Seller acknowledges that the brokerage is not responsible for procuring, obtaining, or handling permits relating to the construction of any repairs or improvements undertaken at the property.
7. Seller also acknowledges that seller is responsible for disclosing to any potential buyer if permits have not been obtained or finalized.
8. If several contractor specialties (carpentry, plumbing, electrical, roofing, etc.) will be working on the Property, it is recommended that seller consider retaining a licensed General Contractor to oversee and supervise the work. The General Contractor can obtain “Lien Releases” from all subcontractors and materialmen who provide services or materials to the project. See for example: <http://www.cslb.ca.gov/Resources/GuidesAndPublications/LienReleaseForms.pdf>

SELLER IS ADVISED TO CONSULT WITH THEIR QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY, ACCOUNTANT OR CONTRACTOR IF THEY HAVE ANY QUESTIONS OR PRIOR TO EXECUTING THIS DISCLOSURE AND ADVISORY.

Dated: 7/16/2025

Signed by:
Kartik Ayyar Kartik Ayyar
74A7F59936F04AD...
Seller

Dated: _____

Seller

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
- Too detailed
- Not detailed enough
- Clearly written
- Confusing
- 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 _____.

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, and Home Energy Rating booklet.

Property Address: **192 Barranca Ter, Sunnyvale, CA 94086**

Date _____ Time _____
 _____ (Buyer's signature) _____ (printed name)
 Date _____ Time _____
 _____ (Buyer's signature) _____ (printed name)
 Date _____
 _____ (Buyer's Agent's signature) _____ (printed name) _____ (Broker's 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.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10

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, and Home Energy Rating booklet.

Property Address: **192 Barranca Ter, Sunnyvale, CA 94086**

Date **8/31/2025** Time _____
 _____ (Seller's signature) **Kartik Ayyar, Trustee** (printed name)
 _____ (Seller's Agent's signature) _____ (printed name)
 Date **8/31/2025** _____ (Seller's Agent's signature) **Sharon Lee** (printed name)
 _____ (Broker's name) **Pinnacle Realty Advisors**

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.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

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Revised 09/10 Official C.A.R.* Publication 09/10



NON-CONTINGENT OFFER ADVISORY

(C.A.R. Form NCOA, Revised 6/24)

1. **MARKET CONDITIONS:** Buyer has been informed, and is aware, that market conditions are cyclical and change over time. In a competitive or "hot" market with limited inventory, Buyers will sometimes consider making "non-contingent" or "contingent free" offers in an attempt to convince the Seller to accept their offer instead of another's. These types of offers have no contingencies: For a physical inspection of the property; For obtaining a loan; For a minimum appraisal value; For other investigations of the property; or for other matters which are commonly included in the Residential Purchase Agreements at other times.
2. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer a specified period of time to cancel a purchase: **(i)** if the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. While making a "contingency free" offer may give the Buyer a better chance of getting a Seller to accept their offer, there are risks in writing such an offer. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. Each contingency may stand alone and may not be a reason to use a different contingency (i.e. cannot use the loan contingency because of a low appraisal even if that is the reason the lender denies the loan). If you remove a specific contingency and try to cancel for that reason, you may legally be in default under the contract and could be required to pay damages or forfeit your deposit to Seller. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
 - A. **LOAN CONTINGENCY:** A loan contingency allows you to cancel the contract, without penalty, if during the contingency period, you cannot obtain the loan specified in the agreement. Without this contingency, you cannot cancel if the loan is declined, whether through your fault or the fault of your lender.
 - B. **APPRAISAL CONTINGENCY:** An appraisal contingency allows you to cancel the contract, without penalty, if during the contingency period, your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it. If you give up your appraisal contingency, and the property does not appraise at the specified price, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. The Seller is not obligated to reduce the purchase price to match the appraised value.
 - C. **INVESTIGATION CONTINGENCY:** An investigation contingency allows you to examine the property, and matters pertaining to it. If you give up your investigation contingency, you could lose the right to cancel based on information you later discover, which is why it is important to conduct an investigation early. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.
 - D. **INSURANCE CONTINGENCY:** An insurance contingency allows you to determine the availability and cost of insurance for the property. With rising replacement costs and increased natural disasters, insurance is becoming harder and more expensive to find. The ability to acquire insurance may affect your willingness to own the property and may affect your lender's ability to give you a loan, however the insurance contingency is not necessarily part of the investigation or loan contingency. You should investigate this early in the process.
3. **BROKER RECOMMENDATIONS:**
 - A. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.
 - B. There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with a qualified California real estate attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT

Buyer acknowledges that Buyer has read, understands and has received a copy of this Non-Contingent Offer Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

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NCOA REVISED 6/24 (PAGE 1 OF 1)

NON-CONTINGENT OFFER ADVISORY (NCOA PAGE 1 OF 1)



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Compliance Advisory

March 15, 2016

Regulation 6, Rule 3: Wood-Burning Devices

Guidance for Residential Fireplace Disclosures

Attention: Anyone Selling, Renting or Leasing Property

On October 21, 2015, the Bay Area Air Quality Management District (Air District) adopted amendments to Regulation 6, Rule 3: Wood-Burning Devices to further reduce fine particulate emissions (PM_{2.5}) from residential wood burning. Effective June 1, 2016, Regulation 6, Rule 3, Section 304 requires anyone who is selling, renting or leasing property in the nine-counties of the Bay Area that has a wood-burning device to disclose health hazards of PM_{2.5}.

To comply with the requirements of the rule, the Air District prepared the enclosed "Residential Fireplace Disclosure." Disclosures must be signed and dated by the buyer or renter upon receipt. Additional information on the health hazards of burning wood may be considered if approval is obtained from the Air District. All requests for approval to meet June 1, 2016 requirement must be received by May 1, 2016.

For a copy of Regulation 6, Rule 3 please visit:

<http://www.baaqmd.gov/~media/files/planning-and-research/rules-and-regs/reg-06/rq0603.pdf?la=en>

For questions regarding this compliance advisory, please contact Eric Pop, Air Quality Specialist II at epop@baaqmd.gov or (415)749-5172.

RESIDENTIAL FIREPLACE DISCLOSURE

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM_{2.5}, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM_{2.5} levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM_{2.5} exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Disclosure: Public Amenities

Subject Property: _____

The item(s) checked below might influence your decision regarding the purchase of the subject property. Should you wish for additional information, you are encouraged to do further investigation.

_____ Airfields

There are four airfields in Santa Clara County; San Jose International Airport, Reid-Hillview, Moffett Federal Airfield, Palo Alto Airport. Frequency of flights and air patterns can create sound for some properties.

_____ Shoreline Amphitheater, Mountain View

Concerts are held at this outdoor theater from time to time. Sound from these concerts can carry over into portions of Mountain View, Palo Alto and Los Altos.

_____ Paul Masson Winery/ Montalvo Center for the Arts

These two "Centers" sponsor outdoor concerts during the summer months. Sound from these concerts can carry over into portions of Saratoga.

_____ Caltrain Commuter Service

Commuter trains run at regular intervals from San Jose to San Francisco. Sound from these trains can carry over into portions of nearby communities.

_____ Southern Pacific Train

A Southern Pacific train runs from San Jose to Cupertino and back to San Jose three times a week. Sound from this train can carry over into portions of nearby communities.

Dated: 8/1/2025

Seller:  _____

Seller: _____

Buyer acknowledges receipt of this Disclosure:

Dated: _____

Buyer: _____

Buyer: _____

Checklist of Items Included & Excluded From Sale

Property Address:

Items:	Included	Excluded	N/A
Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator(s):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Location & # of Unit			
Location & # of Unit			
Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Home Entertainment System:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Television/Flat Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Components	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outdoor Speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Above Ground Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Play structure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool fence	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solar (PV) System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Charging Station For EV	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All attached window coverings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All hardwired light fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All bathroom mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Item Included: **HARD WIRED GIGABIT ETHERNET**

Additional Item Excluded:

Seller: Signed by:
Kartik Ayyar (Trustee)
74A7F59936F04AD... Seller: Date: **8/31/2025**

Buyers: Buyers: Date:



PROPERTY INSPECTION REPORT

Professional Inspection Services for Home, Roof, Termite, and Thermal Imaging



Received and reviewed by Seller (51 pages):

Prepared Exclusively For

Juliana Lee

Address of Inspection

192 Barranca Terrace, Sunnyvale, CA 94086

Inspection Date

August 13, 2025

Prepared by

Edgar Garcia

Report Number

File #: 20250813-24

Signed by:

Kartik Dnyar (Trustee) 8/31/2025
74A7F59936F04AD...

Received and reviewed by Buyer (51 pages):



Serving the Entire Bay Area!

Bluebird Inspections

Office: 650-440-1130 Email: info@bluebirdinspections.com

533 Airport Boulevard 400, Burlingame, CA 94010

bluebirdinspections.com

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

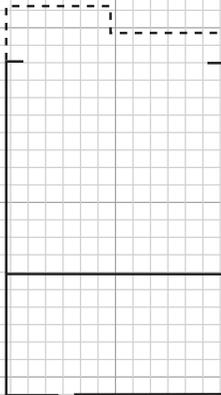
Building No. 192	Street, City, Zip Barranca Terrace, Sunnyvale, CA 94086	Date of Inspection 08/13/2025	No. of Pages 12
Bluebird Termite 533 Airport Boulevard #400 Burlingame, CA 94010 (650) 440-1130 info@bluebirdtermite.com		 www.bluebirdtermite.com	
Firm Registration No. 8156	Report No. 51274	Escrow No.	
Ordered By: Juliana Lee	Property Owner/Party of Interest:	Report Sent To: Juliana Lee Kartik Ayyar	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: Two story townhouse, attached garage, vacant, unfurnished; limited to the interior		Inspection Tag Posted: Garage Other Tags Posted: None or none in the past two years	
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 <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>			
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

(Diagram Not to Scale)

Received and reviewed by Seller (12 pages):

Signed by:

 8/31/2025
 74A7F59936F04AD...



Received and reviewed by Buyer (12 pages):

Inspected By Jordan Ma License No. FR59110 Signature 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies, contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815-3831.

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) 561-8708, (800) 737-8188, or www.pestboard.ca.gov.

REPORT SNAPSHOT

WHAT YOU NEED TO KNOW ABOUT THIS NHD REPORT

192 BARRANCA TER, SUNNYVALE, CA, 94086

PREMIUM RESIDENTIAL REPORT



The Natural Hazards Disclosure Act under Sec. 1103 of the California Civil Code states that real estate sellers and brokers are legally required to disclose if the property being sold lies within one or more state or locally mapped hazard areas.

Received and reviewed by Seller (49 pages):

Signed by:

 74A7F59936F04AD...



There are **0** California Natural Hazard Disclosures marked **IN** for your review.



There are **3** Additional Disclosures marked **IN** for your review.



There are **0** City/County Disclosures marked **IN** for your review.



There are **5** Environmental Disclosures marked **IN** for your review.



Subject property **IS NOT** located in a Special Flood Hazard Area.

Received and reviewed by Buyer (49 pages):



Subject property **IS NOT** located in a fire hazard area that may require C.A.R. Form FHDS pursuant to AB38 and its requirements.

For hazard booklets and other resources, go to: <https://www.snapnhd.com/resources>

Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 675 N. First Street, 4th Floor, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:
Lawyers Title Company
530 El Camino Real • San Carlos, CA 94070
(650)445-6300 • FAX (650)592-1695

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

PRELIMINARY REPORT

Title Officer: Andrew Benavides
Email: andrew.benavides@titlegroup.fntg.com
Title No.: FLNP-0042500682-AB

Escrow Officer: Carlota Villatoro and Aileen Michael
Team
Email: Carlota.Villatoro@ltic.com
Escrow No.: FLNP-0042500682

TO: Pinnacle Realty Advisors
4260 El Camino Real
Palo Alto, CA 94306
Attn: Juliana Lee

Received and reviewed by Seller (24 pages):

Signed by:

Kartik Ayyar (8/30/2025)
74A7F59936F04AD...

PROPERTY ADDRESS(ES): 192 Barranca Terrace, Sunnyvale, CA

EFFECTIVE DATE: July 9, 2025 at 07:30 AM

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

- ALTA Homeowner's Policy of Title Insurance 2021
- ALTA Loan Policy 2021 Extended

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

- A Fee as to Parcel(s) One
- Easement(s) more fully described below as to Parcel(s) Two

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

Kartik Ayyar, as Trustee of The Kartik Ayyar Revocable Trust dated March 15, 2024

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

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

Received and reviewed by Buyer (24 pages):

192 Barranca Ter, Sunnyvale, CA 94086-4604, Santa Clara County

APN: 161-18-028 CLIP: 3933983465

	MLS Beds	MLS Full Baths	MLS Half Baths	MLS Sale Price	MLS Sale Date
	3	2	1	\$620,000	11/25/2009
	MLS Sq Ft	Lot Sq Ft	MLS Yr Built	Type	
	1,603	1,085	2009	CONDO	

OWNER INFORMATION			
Owner Name	Ayyar Kartik Trust	Tax Billing Zip	94086
Tax Billing Address	192 Barranca Ter	Tax Billing Zip+4	4604
Tax Billing City & State	Sunnyvale, CA	Owner Occupied	Yes

COMMUNITY INSIGHTS			
Median Home Value	\$2,509,962	School District	SUNNYVALE
Median Home Value Rating	10 / 10	Family Friendly Score	30 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	41 / 100	Walkable Score	86 / 100
Total Incidents (1 yr)	108	Q1 Home Price Forecast	\$2,552,778
Standardized Test Rank	71 / 100	Last 2 Yr Home Appreciation	18%

LOCATION INFORMATION			
School District	Fremont Un	Property Carrier Route	C039
Community College District	Foothill	Zoning	R3
Elementary School District	Sunnyvale	Market Area	19
Census Tract	5091.07	Within 250 Feet of Multiple Flood Zone	No
Tract Number	10004		

TAX INFORMATION			
APN	161-18-028	Tax Area	09002
% Improved	50%	Lot Number	2
Legal Description	TRACT 10004 BARRANCA TERRACE TOWNHOMES BOOK 831 PAGE 32 PAGE 34 LOT 2		

ASSESSMENT & TAX			
Assessment Year	2024	2023	2022
Assessed Value - Total	\$784,604	\$769,220	\$754,138
Assessed Value - Land	\$392,302	\$384,610	\$377,069
Assessed Value - Improved	\$392,302	\$384,610	\$377,069
YOY Assessed Change (\$)	\$15,384	\$15,082	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2022	\$9,044		
2023	\$9,184	\$140	1.55%
2024	\$9,268	\$84	0.91%

Special Assessment	Tax Amount
Scvwd Flood Contr	\$4.68
Scco Vector Contro	\$5.08
Mosquito Asmt #2	\$5.72
Sfbra Measure Aa	\$12.00
Safe Clean Water	\$38.12
Sunnyvale SD Parcel Tax	\$59.00
Measure M 2021	\$98.00
Total Of Special Assessments	\$222.60

CHARACTERISTICS			
Land Use - CoreLogic	Condominium	Total Baths	3
Land Use - County	Condo/Townhouse	MLS Total Baths	3
Lot Acres	0.0249	Full Baths	2
Lot Area	1,085	Half Baths	1
Style	H-Shape	Heat Type	Forced Air

Year Built	2009
Effective Year Built	2009
Gross Area	1,603
Building Sq Ft	1,603
Ground Floor Area	795
2nd Floor Area	808
Stories	2
Basement Type	MLS: Concrete Perimeter And Slab
Total Rooms	7
Bedrooms	3

Cooling Type	Yes
Porch	Porch
Patio Type	Open Patio
Parking Type	Type Unknown
Garage Capacity	MLS: 2
No. Parking Spaces	MLS: 2
Garage Sq Ft	461
Construction	Wood
Condition	Good
Quality	Good

SELL SCORE			
Rating	High	Value As Of	2025-07-06 04:33:30
Sell Score	625		

ESTIMATED VALUE			
RealAVM™	\$1,534,900	Confidence Score	86
RealAVM™ Range	\$1,409,900 - \$1,660,000	Forecast Standard Deviation	8
Value As Of	06/30/2025		

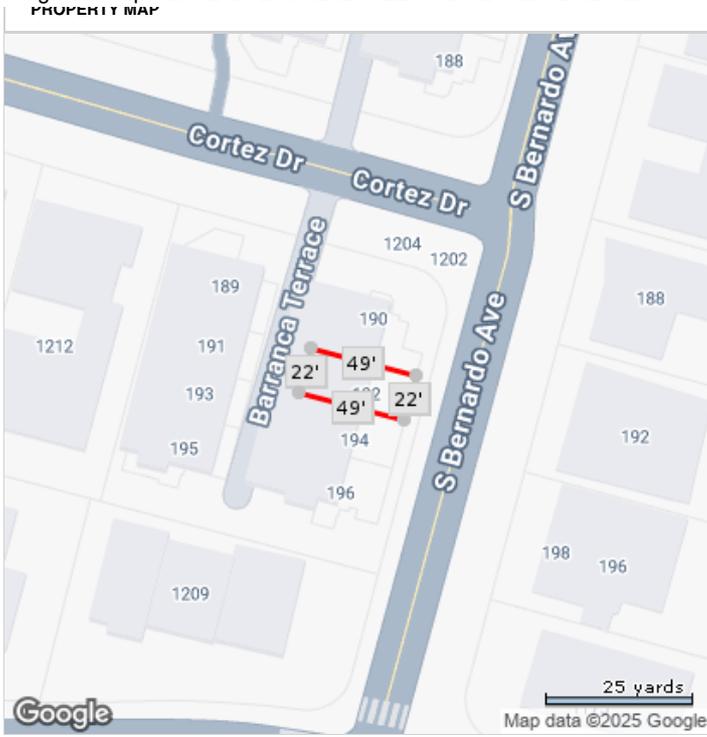
- (1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.
- (2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.
- (3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS			
Estimated Value	5372	Cap Rate	2.3%
Estimated Value High	6391	Forecast Standard Deviation (FSD)	0.19
Estimated Value Low	4353		

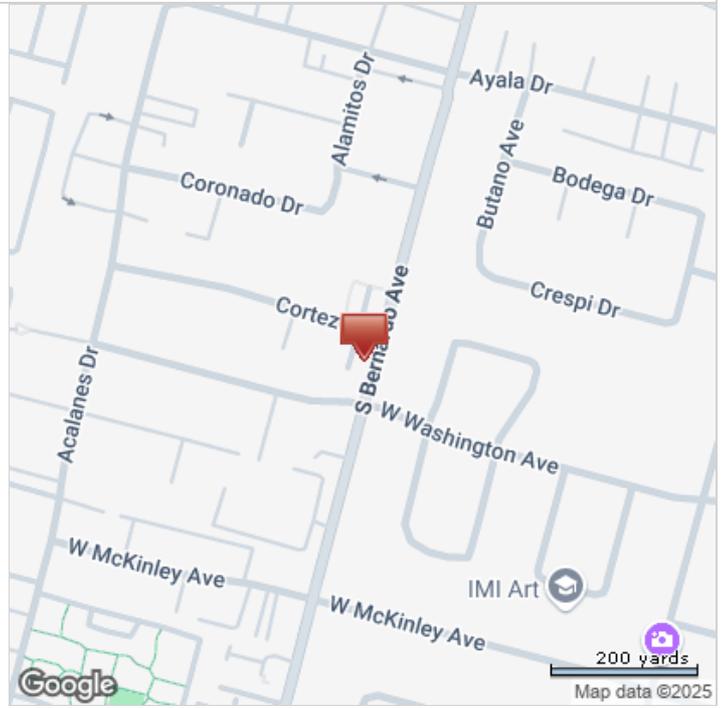
- (1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.
- (2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION			
MLS Listing Number	ML80916104	MLS Sold Date	11/25/2009
MLS Status	Sold	MLS Closing Price	\$620,000
MLS Status Change Date	11/30/2009	MLS Listing Agent	143965-David L Luedtke
MLS Listing Date	03/31/2009	MLS Listing Broker	COLDWELL BANKER-LOS ALTOS-SAN ANTONIO
MLS Curr. List \$	\$620,000	MLS Selling Agent	136922-Avi Urban
MLS Orig. List \$	\$709,000	MLS Selling Broker	KELLER WILLIAMS PALO ALTO

LAST MARKET SALE & SALES HISTORY			
Settle Date	MLS: 11/25/2009	Owner Name	Ayyar Kartik Trust
Recording Date			04/18/2024
Nominal			Y
Buyer Name			Ayyar Kartik Trust
Seller Name			Ayyar Kartik
Document Number			25624420
Document Type			Quit Claim Deed



*Lot Dimensions are Estimated



Received and reviewed by Seller (3 pages):

Signed by:
Kartik Dnyar (Trustee)
74A7F59936F04AD...

8/31/2025

Received and reviewed by Buyer (3 pages):



Receipt of Homeowners Association Documents
Address: 192 Barranca Terrance, Sunnyvale

- 25.02.06 VC Minutes - 1 page
- 25.05.01 VC Minutes - 1 page
- 19763-14-ReserveStudy - 32 pages
- Articles of Incorporation for VILLAS AT CORTEZ - 4 pages
- AssociationOwnerStatement - 2025-07-30 - 1 page
- The Villas At Cortez CC&R's - 81 pages
- The Villas at Cortez HOA_2025 Insurance Disclosure - 2 pages
- The Villas at Cortez_Evidence of Insurance 25-26 - 1 page
- Villas at Cortez - BYLAWS - 31 pages
- Villas at Cortez 2025 Budget Package - 33 pages
- VOC 192 Escrow Demand Receipt_2025-07-30 - 2 pages

Please confirm receipt of the above documents in their entirety by signing below

_____	_____	Signed by: <i>Kartik Ayyar</i> (Trustee)	8/31/2025
Buyer	Date	Seller	Date
		Kartik Ayyar, Trustee	
_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____		
Buyer Agent	Date		



**PRDS® REQUEST FOR HOMEOWNER ASSOCIATION
("HOA") DOCUMENTS**
DESIGNED FOR USE WITH PRDS® FORMS



RE: Property at: **192 Barranca Ter, Sunnyvale, CA 94086** ("Property")
 To: Homeowner Association ("HOA") _____ (Name) Date _____
 c/o Management Company _____
 Address _____ City _____, CA Zip _____
 Telephone _____ Fax _____ Email _____

A. Within ten days of the delivery of this request, assemble and forward the documents and information requested herein accounting for each in the accompanying checklist below.

B. Send the documents and information listed below to:

1. Escrow Company _____ Escrow # _____ Attn _____
 Address _____ City _____, CA Zip _____
 Telephone _____ Fax _____ Email _____
2. Listing Agent.
 Company **Pinnacle Realty Advisors** Agent **Sharon Lee**
 Address **4260 El Camino Real** City **Palo Alto**, CA Zip **94306**
 Telephone **(650)857-1000** Fax **(650) 433-4264** Email **homes@julianalee.com**
3. Total fees for documents: \$ _____

ADVISORY REGARDING SUBSEQUENTLY GENERATED HOA DOCUMENTS: Seller has a continuing obligation to provide minutes, newsletters, notices and other documents generated by the HOA after completion of this PRDS® Request for HOA Documents and prior to the close of escrow.

Seller _____ Date _____
Kartik Ayyar, Trustee
 Seller _____ Date _____

HOA CHECKLIST OF DOCUMENTS REQUIRED BY CIVIL CODE SECTION 4525

HOA management did not fill this form.

HOA RESPONSE

DOCUMENT REQUESTED	CIVIL CODE SECTION(S)	INCLUDED	HOA RESPONSE	
			NOT AVAILABLE	NOT APPLICABLE
Articles of Incorporation	Section 4525(a)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CC&Rs	Section 4525(a)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bylaws	Section 4525(a)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operating Rules and Regulations	Section 4525(a)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Age Restrictions (if any)	Section 4525(a)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual budget report or summary, including reserve study	Section 5300 and 4525(a)(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assessment and reserve funding disclosure summary	Section 5300 and 4525(a)(4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assessment enforcement policy	Section 5310 and 4525(a)(4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial statement review	Section 5305 and 4525(a)(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance summary	Section 5300 and 4525(a)(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Statement of Account/Fees	Section 4525(a)(4) and 5675	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regular, special and emergency assessments, as well as any other unpaid obligations of the seller				
Notice(s) of violation	Section 4525(a)(5) and 5855	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Builder Defects	Section 4525(a)(6), 6000, and 6100	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary list of defects				
Settlement Notice	Section 4525(a)(6),(7) and 6100	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notice regarding common area defects				
Pending Assessment Increases	Section 5300 and 4525(a)(4),(8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approved changes to assesments				
Rental Restrictions (if any)	Section 4525(a)(9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meeting Minutes	Section 4525(a)(10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For regular board meetings conducted over the previous 12 months, if requested				

Note: The information provided by the form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. The HOA may collect a reasonable fee based upon the HOA's actual cost for the procurement, preparation, reproduction and delivery of the documents requested pursuant to the provisions of Section 4525.

REQUEST FOR ADDITIONAL HOA-RELATED INFORMATION AND DOCUMENTATION

In addition to the documents sought in the Checklist on Page 1, Seller requests that the HOA provide the following information and documentation and if there is a separate fee or cost for this additional information and documentation, the HOA is to provide that information to Seller:

	INCLUDED	NOT AVAILABLE	NOT APPLICABLE
1. A copy of all HOA newsletters, notices and memoranda to Owners for the preceding 12 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. A statement describing all past, current and contemplated litigation (involving the development) in which the HOA, the developer and/or the builder are, or may become parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If asbestos, lead-based paint or any other environmental or toxic contaminants have been identified as present in any unit or area of the development, a written statement thereof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If any HOA-responsibility repairs or replacements are being deferred, reevaluated or scheduled for a later date, a written statement thereof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Any private transfer fees and charges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Any applicable restrictions on pets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Any applicable restrictions on smoking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Any applicable restrictions on leasing by new owners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The total number of units: In the HOA _____ Owner occupied _____ Non-Owner occupied _____			

SUMMARY OF HOA FEES AND ASSESSMENTS FOR SUBJECT UNIT

- Current regular fees ("HOA fees") for the subject unit are \$ _____ per month or other _____.
- Current special assessments and fees for the subject unit are \$ _____ single payment other _____.
- The total of all currently past due charges against the subject unit are: \$ _____

Comments (if additional space is needed, attach a separate sheet):

The person signing below is authorized by the HOA to complete this request, and certifies that documents, answers and comments provided are true and correct to the best of his/her knowledge:

Date _____
 Prepared by _____ Title _____
 Company _____ Signature _____

I/we acknowledge receipt of a copy of this 2-page form with attached documents as specified above.

Seller Kartik Ayyar, Trustee Signed by: Kartik Ayyar (Trustee) Date 8/31/2025
 Seller _____ Date _____

ADVISORY REGARDING SUBSEQUENTLY GENERATED HOA DOCUMENTS: Buyer is advised that additional minutes, newsletters, notices and other documents may be generated by the HOA after completion of this PRDS® Request for HOA Documents and prior to the close of escrow. Buyer is advised to confirm that Buyer has received the most recent documents.

Buyer _____ Date _____
 Buyer _____ Date _____



**PRDS® COMMON INTEREST DEVELOPMENT
("CID") ADVISORY
DESIGNED FOR USE WITH PRDS® FORMS**



This Advisory is intended to be used in connection with the purchase and sale of property that is in a Common Interest Development ("CID"). The term CID refers to and includes condominiums, condominium projects, planned developments (or planned-unit developments), and common-interest subdivisions in which exclusive rights of use or ownership are coupled with real property rights owned or enjoyed in common with others. If the Property is a CID there usually will be a Homeowners' Association ("HOA") as well as governing documents that pertain to the HOA, individual properties and the Common Areas. Some neighborhoods have established HOAs that may charge dues and enforce their own restrictions.

Note: This Advisory is not a disclosure regarding any particular CID nor is it part of any Contract.

If the Property is located in a CID, the Seller should request that the HOA provide all required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 4525 including but not limited to the "Governing Documents." Governing Documents generally include the CC&Rs, Declaration, Bylaws, Operating Rules, Articles of Incorporation, Financial Statement, Annual Budget, and Assessment & Reserve Funding. Although Sellers can legally provide their own copies of the required documents, the best practice is to have the HOA provide the documents so that the Buyer receives the most current and complete information and documentation.

⚠ CAUTION: SELLERS OF A UNIT IN A CID ARE OBLIGATED TO PROVIDE ALL HOA DOCUMENTATION EVEN IF THE HOA OR ITS MANAGEMENT COMPANY CANNOT OR WILL NOT PROVIDE THAT DOCUMENTATION.

It is important that Buyers receive the most current version of all governing documents directly from the HOA rather than from an earlier transaction. Buyers need to carefully examine all HOA documents that are provided and compare those documents with the list of required disclosures specified in the PRDS® RHOD or the California Association or REALTORS® HOA forms. If any document(s) are missing, Buyers should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents. Some HOAs, especially smaller ones, do not prepare or keep all documents required by the law, such as reserve studies, minutes of all meetings and/or financials. As a result, Buyers may only receive a portion of the state required documents; in which case Buyers must be aware that they are buying into an HOA without the benefit of the information those documents would provide.

Any changes or improvements to a unit generally require review and approval by the HOA. The HOA may impose significant restrictions on those changes including, but not limited to, imposing maintenance and/or indemnification obligations if any damages occur. Buyers should review all HOA restrictions and determine the impact of those restrictions during their contingency period, if any, if they intend to make changes such as adding solar energy systems onto Common Area roofs or adding special equipment for televisions and other electronic equipment. HOAs may restrict the type of floor and/or wall material that can be used in certain units because of noise concerns. Buyers should directly contact the HOA management company and/or HOA Board to determine whether or not the Property can be used for Buyers' intended purposes including, but not limited to, whether or not the Property can be used by new owners for rental purposes. Buyers should also determine whether or not the Property meets the Buyers' subjective personal preferences.

⚠ CAUTION: BUYERS SHOULD CAREFULLY REVIEW THIS ADVISORY BEFORE MAKING AN OFFER OR REMOVING ANY APPLICABLE CID CONTINGENCY. HOA DOCUMENTS WILL GOVERN, AFFECT AND, IN SOME CASES, LIMIT BUYERS' CURRENT AND FUTURE USE AND ENJOYMENT OF THE PROPERTY.

Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to assist Buyer in evaluating all issues relating to the purchase of property in a CID, including, but not limited to, the adequacy of the reserves and whether or not the Property is suitable for the Buyers' current and future intended uses. Brokers are not qualified to make these determinations.

There are independent services available which will review the HOA documentation and give an opinion of the financial status of a HOA; the fee is typically \$300.00 to \$500.00 depending upon the services provided and the extent of the HOA documentation. Buyers should consider this to be a good investment when buying a property in a CID. Brokers can provide additional details about these services but real estate licensees are not qualified to assess the financial viability of any HOA.

While it is important to review and understand all transaction documents that you receive, buyers should pay special attention to the following types of documents and issues which are frequently areas of concern when buying property in a CID:

- 1. COVENANTS, CONDITIONS & RESTRICTIONS:** The CC&Rs are the main provisions governing the HOA, how it is run, and basic rights, duties and obligations of the HOA and individual members. CC&Rs are recorded and after the HOA is formed, it is extremely difficult to change the CC&Rs.
- 2. BYLAWS, RULES & REGULATIONS:** Bylaws address the general operation of the HOA. If promulgated by the HOA, the Rules & Regulations usually detail how the HOA will handle routine, day-to-day matters often affecting Common Area usage, expenses, and other administrative issues.
- 3. MINUTES:** Most HOAs prepare Minutes summarizing what has occurred at Board of Directors' Meetings. The Minutes often detail past, current and future/proposed events, issues and expenses such as existing or planned litigation, repairs, improvements or needed changes in the dues and/or additional assessments. The Minutes are often the best source of information as to what will be happening with the Common Area, the individual units and your ability to use and enjoy the property after escrow closes.

- 4. **FINANCIAL INFORMATION:** Pay particular attention to detailed financial accounts regarding funds paid to and/or owed to the HOA; ascertain the number of delinquent dues and assessments, the adequacy of the funding for the reserves, any current or planned regular, special or emergency assessments, and operating losses. The financial information from the HOA may be contained in numerous documents, including but not limited to: Pro Forma Operating Budget, Assessment and Reserve Funding Disclosure Summary, Financial Statement Review, Assessment Enforcement Policy, Insurance Summary, Regular Assessment, Special Assessments and Emergency Assessments. Inadequate reserve levels for maintenance, repair and replacement of major components for the Common Area may reduce the value, desirability and/or marketability of the Property, and may, over time, result in significant increases in dues, fees and/or assessments.
- 5. **COMMON AREA:** Those portions of a CID that are not wholly owned by the individual unit owners are designated as "Common Areas." Usually, the CC&Rs and/or the By-Laws will define what constitutes the Common Areas, how those areas are to be used, who can use those areas and who is responsible for maintenance. Common Areas may be available for use by all members and their guests (such as a lobby or garden) but some Common Areas may be "Restricted" or "Exclusive Use" with access limited to owners (such as swimming pools and spas) or may be restricted to just one owner, (such as balcony, deck or patio). In some instances, the unit owner may be responsible for maintenance of certain Restricted or Exclusive Use Common Areas. You should determine for yourself whether there are any restrictions affecting the Common Areas which could impact your intended use and enjoyment of the property.
- 6. **PARKING & STORAGE:** You should determine for yourself whether or not the allotted parking space(s) are adequate to park your vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. Existing markings, striping and numbering or other forms of identification may not accurately reflect any actual space and may conflict with the space(s) designated in recorded documents. It is therefore crucial that you personally determine if the parking and storage space(s) designated in the recorded documents are actually the space(s) being transferred to you and that those space(s) are acceptable for your needs and intended uses. Electric vehicle charging devices may not be feasible.
- 7. **CONTRACTUALLY AGREED UPON OR RECOMMENDED REPAIRS:** Any contractually agreed upon repairs and/or repairs recommended in any inspection report may be subject to the approval of, and limited by, the HOA. Involvement of the HOA in that process may impact the ability of the Buyer and Seller to make repairs, obtaining financing, and/or impact the timing on the Close Escrow.
- 8. **LITIGATION:** Many CIDs have been involved in, or are presently involved in, or may become involved in, litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments and the ability to secure financing and insurance.
- 9. **ADDITIONAL CONSIDERATIONS:** HOA documents may, under certain circumstances, limit the number and size of pets, however, the HOA must accommodate "service" and/or "companion" animals. HOAs on their own, or because local ordinances, may limit or completely ban smoking of any substances and/or vaping in Common Areas or units which include "townhome" style communities. The ability for new Buyers to rent units and/or the ability to operate any type of business in the units may also be limited or completely forbidden by the HOA. The ratio of owner-occupied to non-owners occupied units can impact the ability to secure financing and insurance. Therefore, it is important that you review ALL HOA documents to ascertain whether there are any limitations on your particular needs or planned use of the property.

Because most CIDs are run as a democracy, the operation of a CID and what any particular Owner may be allowed to do with their Property and/or the Common Area may change over time based upon the changing demographics of the other Owners and/or Board Members.

Real estate licensees who forwarded this Advisory and/or any HOA documentation to the undersigned have not verified and will not verify that information unless they agree to do so in writing.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THIS 2 PAGE ADVISORY WHICH CAN BE SIGNED IN COUNTERPART.

Signed by:

Date: 8/31/2025 Seller: Kartik Ayyar (Trustee)
74A7E59936F0241D
Kartik Ayyar, Trustee

Date: _____ Seller: _____

Date: _____ Buyer: _____

Date: _____ Buyer: _____



PARKING AND STORAGE DISCLOSURE (C.A.R. Form PSD, Revised 6/23)

This disclosure is made in connection with the Purchase Agreement or other (Agreement), dated , on property known as 192 Barranca Ter (Property) between (Buyer/Tenant) and Kartik Ayyar, Trustee (Seller/Housing Provider)

If applicable, Seller has been using parking space # Parking is not intended to be included with the Property. If applicable, Seller has been using storage space # Separate storage is not intended to be included with the Property.

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

- 1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s).
2. If the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces.
3. Seller/Housing Provider further discloses the following:

Signed by: Kartik Ayyar (Trustee) Date: 8/31/2025
Seller/Housing Provider Date:
Seller/Housing Provider Date:

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

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

Buyer/Tenant Date
Buyer/Tenant Date

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PSD REVISED 6/23 (PAGE 1 OF 1)

PARKING AND STORAGE DISCLOSURE (PSD PAGE 1 OF 1)