



### Receipt of Disclosures and Reports

**Property Address: 2767 Winchester Dr, Hayward, CA 94541**

**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 \_\_\_\_\_. 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:

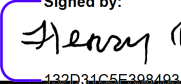
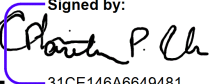
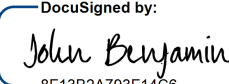
1. JLee Realty Receipt of Disclosures and Reports (3 pages)
2. PRDS Disclosure Regarding Agency Relationships - Seller (2 pages)
3. Additional Agent Acknowledgement (1 page)
4. PRDS Real Estate Broker Square Footage and Lot Size Advisory (1 page)
5. CAR Transfer Disclosure Statement (3 pages)
6. 1031 Exchange Addendum (1 page)
7. CAR Seller Property Questionnaire (4 pages)
8. PRDS Listing Agent Visual Inspection Disclosure (2 pages)
9. PRDS Lead Based Paint Disclosure (1 page)
10. PRDS Certification of Compliance with Water Heater, Smoke Alarm, Carbon Monoxide Device Requirements (1 pages)
11. CAR Water-Conserving Plumbing Fixtures (required if built on or before 1994) & Carbon Monoxide Detector Notice (2 pages)
12. PRDS Advisory Regarding Market Conditions, Multiple and Non-Contingent Offers (2 pages)

Seller: Signed by:  132D51C6E090493... Signed by:  31CE146A6649481... DocuSigned by:  8F13B2A793F14C6... Buyer: \_\_\_\_\_

13. PRDS Possible Representation Of More Than One Buyer Or Seller - Disclosures And Consent (1 page)
14. PRDS California Consumer Privacy Act Advisory - Seller (1 page)
15. PRDS Fair Housing Laws and Discrimination Advisory (2 pages)
16. CAR Wire Fraud and Electronic Funds Transfer Advisory (1 page)
17. CAR Representative Capacity Signature Disclosure - Seller (if applicable) (2 pages)
18. CAR Statewide Buyer and Seller Advisory (14 pages)
19. CAR Seller's Affidavit of nonforeign Status (FIRPTA) (2 page)
20. PRDS Advisory Regarding New Federal Requirement Geographic Targeting Order (1 page)
21. Federal Reporting Requirement Purchase Addendum (1 page)
22. CAR Buyer Homeowners' Insurance Advisory (1 page)
23. CAR Megan's Law Database Disclosure (if applicable) (1 page)
24. Natural Hazard Disclosure Report Signature Page (1 page)
25. Residential Earthquake Risk Disclosure (if home is built prior to 1960)
26. EPUBD Cover Page (1 page)
27. Homeowner's Guide Signature Page (1 page)
28. Non-Contingent Offer Advisory (1 page)
29. Guidance for Residential Fireplace Disclosure (1 page)
30. CAR Seller's Advisory (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)


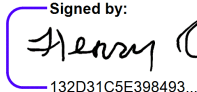
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Buyer: \_\_\_\_\_

Reports

- 1. Property Inspection Report ( 35 pages)
- 2. Pest Inspection Report ( 16 pages)
- 3. Roof Inspection Report (if applicable) ( 15 pages)
- 4. Sewer Lateral Report ( 5 pages)
- 5. Natural Hazard Disclosure Report (41 pages)
- 6. Preliminary Title Report from First American Title dated November 25, 2025 (10 pages)
- 7. Realist Report (3 pages)

Signed by:   
Seller: 

Date: 3/8/2026

Signed by:   
Seller:   
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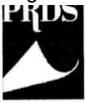

Date: 3/8/2026

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



www.prdsforms.com

**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).**

Buyer/Seller/Landlord/Tenant John Benjamin John Benjamin Date 12/31/2025

Buyer/Seller/Landlord/Tenant National Exchange Holding LLC [Signature] Date 12-29-2025

Agent **Pinnacle Realty Advisors** DRE Lic. # **02220139**

By [Signature] Real Estate Broker (Firm) DRE Lic. # **01951707** Date 12-29-2025

(Salesperson or Broker-Associate, if any) **Sharon YC 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.



# ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/25)

This is an addendum to the Purchase Agreement, OR ☒ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☐ Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, on property known as \_\_\_\_\_

**2767 Winchester Dr, Hayward, CA 94541**

between \_\_\_\_\_ ("Buyer/Tenant/Broker") and \_\_\_\_\_ **Pinnacle Realty Advisors** ("Seller/Housing Provider/Broker").

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

1. Check **ONE** box **ONLY**. If both **1A** and **1B** apply, use separate AAA forms for each.

- A. ☒ Multiple Associate-Licensees working with Seller/Housing Provider;  
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, and any licensee(s) listed in the Agreement (if not listed below), have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity. The licensees have also informed Broker of, or have given Broker a copy of, that separate written agreement.

C. List ALL agents (list may include, but is not required to include, licensees named in the Agreement):

Agent **Juliana Lee** DRE Lic # **00851314**

Agent **Sharon Lee** DRE Lic # **01951707**

Agent \_\_\_\_\_ DRE Lic # \_\_\_\_\_

Agent \_\_\_\_\_ DRE Lic # \_\_\_\_\_

Agent \_\_\_\_\_ DRE Lic # \_\_\_\_\_

☐ Additional Licensees: \_\_\_\_\_

3. All parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated, in the Agreement or a related document, as a representative for the Buyer/Tenant or Seller/Housing Provider specified above, the other licensees shall also be deemed to be named.

Note: If this form is only being used to modify a Buyer Representation Agreement, neither the Seller nor the Seller's Broker need to sign below. If this form is only being used to modify a Listing Agreement, neither the Buyer nor the Buyer's Broker need to sign below.

By signing below, all parties acknowledge that each has received a copy of this Additional Agent Acknowledgement, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Housing Provider **Henry S Chin, Trustee** Date **3/8/2026**

Seller/Housing Provider **Pauline P Chin, Trustee** Date **3/8/2026**

Buyer's Brokerage Firm \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Seller's Brokerage Firm **Pinnacle Realty Advisors** DRE Lic. # **02220139**

By **Sharon Lee** DRE Lic. # **01951707** Date **3/9/2026**

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AAA REVISED 12/25 (PAGE 1 OF 1)



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
Juliana Lee

Phone: 6508571000  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: (650) 433-4264  
www.lwolf.com

2767 Winchester



www.prdforms.com

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



**PROPERTY ADDRESS:** 2767 Winchester Dr, Hayward, CA 94541

**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>1,268 sqft</u>	<u>5,508 sqft</u>	Architectural Drawings:		
County Assessor:	<u>1,268 sqft</u>	<u>5,508 sqft</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: 3/9/2026

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: 3/8/2026

Seller: \_\_\_\_\_

132D31C5E399493...

Henry S Chin, Trustee

Seller: \_\_\_\_\_

Signed by:

DocuSigned by:

Pauline P Chin

John Benjamin

31CE146A6649481

8F13B2A793F14C6...

Pauline P Chin, 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: \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)  
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) \_\_\_\_).

**THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Hayward**  
**DESCRIBED AS** \_\_\_\_\_, COUNTY OF Alameda, STATE OF CALIFORNIA,  
2767 Winchester Dr, Hayward, CA 94541

**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 12-29-2025. 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 § 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: property inspection, pest inspection, sewer lateral inspection  
☐ 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:\***

- |                                                               |                                                                                    |                                                                                               |
|---------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                              | <input type="checkbox"/> Pool:                                                                |
| <input checked="" type="checkbox"/> Oven                      | <input type="checkbox"/> Sprinklers                                                | <input type="checkbox"/> Child Resistant Barrier                                              |
| <input type="checkbox"/> Microwave                            | <input checked="" type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:                                                     |
| <input type="checkbox"/> Dishwasher                           | <input type="checkbox"/> Septic Tank                                               | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor                      | <input checked="" type="checkbox"/> Sump Pump                                      | <input checked="" type="checkbox"/> Water Heater:                                             |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Water Softener                                            | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups      | <input type="checkbox"/> Patio/Decking                                             | <input checked="" type="checkbox"/> Water Supply:                                             |
| <input checked="" type="checkbox"/> Rain Gutters              | <input type="checkbox"/> Built-in Barbecue                                         | <input type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo                                                    | <input type="checkbox"/> Private Utility or Other _____                                       |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)                                          | <input checked="" type="checkbox"/> Gas Supply:                                               |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input checked="" type="checkbox"/> Garage:                                        | <input type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input checked="" type="checkbox"/> Fire Alarm                | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Window Screens                                            |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport                                                   | <input type="checkbox"/> Window Security Bars                                                 |
| <input type="checkbox"/> Satellite Dish                       | <input type="checkbox"/> Automatic Garage Door Opener(s)                           | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows                           |
| <input type="checkbox"/> Intercom                             | <input type="checkbox"/> Number Remote Controls _____                              | <input type="checkbox"/> Water-Conserving Plumbing Fixtures                                   |
| <input checked="" type="checkbox"/> Central Heating           | <input type="checkbox"/> Sauna                                                     |                                                                                               |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Hot Tub/Spa:                                              |                                                                                               |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                                      |                                                                                               |
- Exhaust Fan(s) in kitchen 220 Volt Wiring in unsure Fireplace(s) in living room  
Gas Starter unsure Roof(s): Type: unsure Age: 10+ years (approx.)  
Other: \_\_\_\_\_

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

(\*see note on page 2)

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TDS REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_

DS  
JB Initial  
H Initial  
P.C. Initial  
EQUAL HOUSING OPPORTUNITY

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

JLee Realty, 4260 El Camino Real, Palo Alto CA 94306  
Juliana Lee

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

Phone: 650.857.1000

Fax: (650) 433-4264

www.lwolf.com

2767 Winchester



Property Address: **2767 Winchester Dr, Hayward, CA 94541**Date: **12/29/2025**

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 § 13260) of Part 2 of Division 12, of automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 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

(Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)

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 § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 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.): \_\_\_\_\_

1. Shared fences.

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 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 § 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.

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: Henry Ch Signed by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ Date: 3/8/2026  
 Seller: National Exchange Holding LLC Signed by: Paul P Ch Date: 3/9/2026  
 Seller: \_\_\_\_\_ Signed by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ Date: 3/8/2026

TDS REVISED 6/24 (PAGE 2 OF 3)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_



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

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com) 2767 Winchester



Property Address: 2767 Winchester Dr, Hayward, CA 94541Date: 12/29/2025**III. AGENT'S INSPECTION DISCLOSURE**

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

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

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

Agent (Broker Representing Seller) Pinnacle Realty Advisors (Please Print)

By Sharon Lee Date 3/9/2026

(Associate Licensee or Broker Signature)

**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

Agent (Broker Obtaining the Offer) \_\_\_\_\_ (Please Print)

By \_\_\_\_\_ Date \_\_\_\_\_

(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 AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

Seller National Exchange Holding LLC Date 3/8/2026

Seller John Benjamin Date 3/8/2026

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

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

Agent (Broker Representing Seller) Pinnacle Realty Advisors (Please Print)

By \_\_\_\_\_ Date \_\_\_\_\_

(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) \_\_\_\_\_ (Please Print)

By \_\_\_\_\_ Date \_\_\_\_\_

(Associate Licensee or Broker Signature)

**§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.****A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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**TDS REVISED 6/24 (PAGE 3 OF 3)****REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

2767 Winchester





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## ADDENDUM No. 1

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

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other \_\_\_\_\_,

dated February 10, 2026, on property known as 2767 Winchester Dr  
Hayward, CA 94541 ("Property/Premises"),

between \_\_\_\_\_ ("Buyer/Tenant")

and Henry S Chin, Trustee, Pauline P Chin, Trustee ("Seller/Housing Provider").

The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**FORM USE NOTES:** This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

1. Buyer acknowledges that Seller is facilitating a reverse tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations and that Seller's rights, title and interest (but no obligations) pursuant to this sale of 2767 Winchester Dr., Hayward will be assigned to Qualified Intermediary for the purpose of completing Buyer's 1031 Reverse Exchange transaction.

Buyer agrees to cooperate with Seller and Qualified Intermediary at no additional cost or liability to Buyer, by executing the documents necessary to complete Seller's Reverse 1031 Exchange transaction.

2. The house was rented for more than 10 years, and the owners only have keys to one of the locks on the front gate and the front door.

3. Listing of improvement: Whole house, both interior and exterior, was repainted, replaced light fixtures and bulbs, dishwasher, stove, exhaust vent, kitchen and dinning room floor, kitchen counter, kitchen sink, staircases to the basement. The driveway and backyard cracks were sealed and cement paint was applied. Roof at the front porch was cleaned and patched.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Housing Provider \_\_\_\_\_ Date 3/8/2026

Seller/Housing Provider \_\_\_\_\_ Date 3/8/2026

Signed by:

Henry S Chin, Trustee

DocuSigned by:

Henry S Chin, Trustee

132D31C5E398493...

31CE146A6649481...

8F13B2A793F1406...

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ADM REVISED 6/25 (PAGE 1 OF 1)



## ADDENDUM (ADM PAGE 1 OF 1)

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
Juliana Lee

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

Phone: 6508571000

Fax: (650) 433-4264  
www.lwolf.com

2767 Winchester





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# SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/25)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

**NOTE TO SELLER:** YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 2767 Winchester Dr, Assessor's Parcel No. 425-0170-024, situated in Hayward, County of Alameda, California ("Property").

☐ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) \_\_\_\_\_).

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** ARE YOU (SELLER) AWARE OF...

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller

☒ Yes ☐ No

**Note:** If yes, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents.

Explanation: Property inspection, pest inspection, sewer lateral inspection

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** ARE YOU (SELLER) AWARE OF...

- A. Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☐ Yes ☒ No  
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... ☐ Yes ☒ No
- C. The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☒ No
- D. Whether the Property is located in or adjacent to an "industrial use" zone ..... ☐ Yes ☒ No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location ..... ☐ Yes ☒ No  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see paragraph 14 for more disclosures) ..... ☐ Yes ☒ No
- H. Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☒ No
- I. Matters affecting title of the Property ..... ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ..... ☒ Yes ☐ No
- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ..... ☐ Yes ☒ No  
(See C.A.R. Form WBSA for more information)

Initials: HL JP CJB

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SPQ REVISED 12/25 (PAGE 1 OF 4)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_



## SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
Juliana Lee

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

Phone: 650.857.1000

Fax: (650) 433-4264

www.lwolf.com

2767 Winchester



Property Address: **2767 Winchester Dr, Hayward, CA 94541**

**L. Material facts or defects affecting the Property not otherwise disclosed to Buyer** ..... ☐ Yes ☒ No  
 Explanation, or ☐ (if checked) see attached: Hallway bathroom toilet.

**7. REPAIRS AND ALTERATIONS:** **ARE YOU (SELLER) AWARE OF...**

**A.** Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☒ Yes ☐ No

**B.** Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ..... ☐ Yes ☒ No

**C.** Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☐ Yes ☒ No

**D.** Any part of the Property being painted within the past 12 months ..... ☒ Yes ☐ No

**E.** Whether the Property was built before 1978 (if No, leave (1) and (2) blank) ..... ☒ Yes ☐ No

(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ..... ☐ Yes ☒ No

(2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ..... ☐ Yes ☐ No

**F.** Whether you acquired the property within 18 months of accepting an offer to sell it ..... ☐ Yes ☒ No

(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property ..... ☐ Yes ☐ No

**Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.

**Note 2:** If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached:

**8. STRUCTURAL, SYSTEMS AND APPLIANCES:** **ARE YOU (SELLER) AWARE OF...**

**A.** Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic/soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... ☒ Yes ☐ No

**B.** The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR) ..... ☐ Yes ☒ No

**C.** The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ..... ☐ Yes ☒ No

**D.** An alternative septic system on or serving the Property ..... ☐ Yes ☒ No

**E.** Whether any structure on the Property other than the main improvement is used as a dwelling ..... ☐ Yes ☒ No

(1) If Yes to E, whether there are separate utilities and meters for the dwelling ..... ☐ Yes ☐ No

(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ..... ☐ Yes ☐ No

Explanation: Roof was replaced a number of years ago. Insulation in attic & inside the wall.

**9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:** **ARE YOU (SELLER) AWARE OF...**

**A.** Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☐ Yes ☒ No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ..... ☐ Yes ☐ No

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

**B.** Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank ..... ☐ Yes ☒ No

If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation:

**10. WATER-RELATED AND MOLD ISSUES:** **ARE YOU (SELLER) AWARE OF...**

**A.** Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☒ Yes ☐ No

**B.** Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ..... ☐ Yes ☒ No

**C.** Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

Explanation: Water seep through the left basement corner.





Property Address: **2767 Winchester Dr, Hayward, CA 94541**

**11. PETS, ANIMALS AND PESTS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Past or present pets on or in the Property ..... ☒ Yes ☐ No
- B. Past or present problems with livestock, wildlife, insects or pests on or in the Property ..... ☐ Yes ☒ No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ..... ☐ Yes ☒ No
- If so, when and by whom \_\_\_\_\_

Explanation: Tenant had dogs.

**12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☒ No
- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ..... ☐ Yes ☒ No
- C. Use of any neighboring property by you ..... ☐ Yes ☒ No
- Explanation: \_\_\_\_\_

**13. LANDSCAPING, POOL AND SPA:**

**ARE YOU (SELLER) AWARE OF...**

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☒ Yes ☐ No
- B. Operational sprinklers on the Property ..... ☒ Yes ☐ No
- (1) If yes, are they ☐ automatic or ☐ manually operated.
- (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ☒ Yes ☐ No
- C. A pool heater on the Property ..... ☐ Yes ☒ No
- If yes, is it operational? ..... ☐ Yes ☐ No
- D. A spa heater on the Property ..... ☐ Yes ☒ No
- If yes, is it operational? ..... ☐ Yes ☐ No
- E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... ☐ Yes ☒ No

Explanation: Sprinkler at front yard, but not too sure. Might be inoperable now.

**14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)**

**ARE YOU (SELLER) AWARE OF...**

- A. Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision ..... ☐ Yes ☒ No
- B. Any Homeowners' Association (HOA) which has any authority over the subject property ..... ☐ Yes ☒ No
- C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
- D. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☒ No
- E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ..... ☐ Yes ☒ No
- F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☒ No
- (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ..... ☐ Yes ☐ No
- (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

**15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ..... ☐ Yes ☒ No
- B. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ..... ☐ Yes ☒ No
- D. 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
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ..... ☐ Yes ☒ No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ..... ☐ Yes ☒ No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property ..... ☐ Yes ☒ No
- H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

Initial \_\_\_\_\_ DS \_\_\_\_\_

[Signature] [Signature] [Signature]





Property Address: **2767 Winchester Dr, Hayward, CA 94541**

**16. NEIGHBORS/NEIGHBORHOOD:**

**ARE YOU (SELLER) AWARE OF...**

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ..... ☐ Yes ☒ No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**17. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☒ No
- D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ..... ☐ Yes ☒ No
- E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... ☐ Yes ☒ No
- F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☒ No
- G. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ..... ☐ Yes ☒ No
- H. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ..... ☐ Yes ☒ No
- I. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☒ No
- J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... ☐ Yes ☒ No
- K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**18. OTHER:**

**ARE YOU (SELLER) AWARE OF...**

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present .... ☐ Yes ☒ No
- B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device ..... ☐ Yes ☒ No
- C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ..... ☐ Yes ☒ No
- D. Whether the Property was originally constructed as a Manufactured or Mobile home ..... Initial: \_\_\_\_\_ Initial: \_\_\_\_\_ ☐ Yes ☒ No
- E. Whether the property is tenant occupied ..... ☒ Yes ☐ No
- F. Whether the Property was previously tenant occupied even if vacant now ..... ☒ Yes ☐ No

Explanation: The property was tenant occupied until Jan. 2026. Tenancy was ended in good terms. The lease was month-to-month

**19. MATERIAL FACTS:**

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No
- B. ☐ (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: \_\_\_\_\_

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller: \_\_\_\_\_ DocuSigned by: **National Exchange Holding LLC** Date: **3/8/2026**  
 Seller: **132D31C5E3984931** **John Benjamin** Date: **3/8/2026**

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

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SPQ REVISED 12/25 (PAGE 4 OF 4)

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

2767 Winchester





## HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

**Residential Earthquake Risk Disclosure Statement (2020 Edition)**Name National Exchange Holding LLCAssessor's Parcel No. 425-0170-024Street Address 2767 Winchester DrYear Built 1955City HaywardCounty AlamedaZip Code 94541

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
2. Is your home bolted to its foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	15
3. If your home has crawl space (cripple) walls:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
a. Are the exterior crawl space (cripple) walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	19
5. If your home is on a hillside:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
a. Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	To be reported on the Natural Hazard Disclosure Statement				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	To be reported on the Natural Hazard Disclosure Statement				

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

EXECUTED BY: Signed by:

Henry Chi

Signed by:

Paul P. Ch

DocuSigned by:

John Benjamin

3/8/2026

Seller National Exchange Holding LLC

Seller

Date

I acknowledge receipt of the Homeowner's Guide to Earthquake Safety and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

Buyer

Buyer

Date

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.





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



Property inspected: 2767 Winchester Dr, Hayward, CA 94541 ("Property").

Inspection performed by ☒ Listing Agent ☐ Buyer's Agent Sharon YC Lee  
of Pinnacle Realty Advisors (Brokerage Company)

Date of inspection: February 10, 2026 Weather conditions: Overcast

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 real estate agent must disclose the results of that visual inspection to Buyer. This duty applies whether the real estate agent represents Seller and/or Buyer. The real estate agent's duty includes an inspection of all aspects of the Property that are reasonably visible and accessible at the time of the inspection, both inside and outside of the residential structure(s).

**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 \_\_\_\_\_
2. LEFT SIDE FROM STREET (if accessible) Shared fence.
3. RIGHT SIDE FROM STREET (if accessible) Shared fence.
4. BACK Shared fence. Has retaining wall.

**B. OTHER STRUCTURES: N/A**

**C. INTERIOR:**

1. FRONT ENTRY: Lock doesn't operate smoothly. (lock was replaced in Feb.)
2. LIVING ROOM: Has a fireplace.
3. DINING ROOM: Combined with kitchen.
4. KITCHEN: Disposal is not working.
5. FAMILY ROOM: N/A

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Initial Initial DS  
  
 Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Property: **2767 Winchester Dr, Hayward, CA 94541**

Date: **February 10, 2026**

6. HALL/STAIRS: \_\_\_\_\_
7. BEDROOM 1: \_\_\_\_\_
8. BEDROOM 2: \_\_\_\_\_
9. BEDROOM 3: **Has a built in bed and storage.**
10. BEDROOM 4: \_\_\_\_\_
11. BATHROOM 1: \_\_\_\_\_
12. BATHROOM 2: \_\_\_\_\_
13. BATHROOM 3: **N/A**
14. OTHER ROOM: **N/A**
15. OTHER ROOM: **N/A**
16. OTHER ROOM: **N/A**
17. BASEMENT: **The basement was done by the previous owner back in the 70s. Water might seep through at the left corner during the heavy raining season if the sump pumps are not turned on.**
18. GARAGE/PARKING: **Manual garage door.**

D. OTHER OBSERVATIONS: **The whole house was repainted in Feb 2026. There are 2 sump pumps. Kitchen & dinning room floor were replaced. New stove, dishwasher & exhaust vent.**

Prepared by:

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

Date **3/9/2026** by **Sharon YC Lee**  
(Print Real Estate Agent Name)

Signed by: \_\_\_\_\_  
(Name of Real Estate Brokerage)  
61E9A446CD19423...  
(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 _____
Seller <b>Henry S Chin, Trustee</b>	Date <b>3/8/2026</b>	Seller <b>Pauline P Chin, Trustee</b>	Date <b>3/8/2026</b>
Signed by: <b>Henry S Chin</b> 132D31C5E398493...		Signed by: <b>Pauline P Chin</b> 31CE146A6649481...	
DocuSigned by: <b>John Benjamin</b> 8F13B2A793F14C6...			
Broker Company representing <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer: _____ (Name of Real Estate Brokerage)			
Date _____ by _____ (Print Real Estate Agent Name)		Date <b>3/9/2026</b> (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.

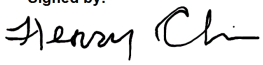
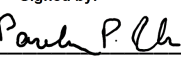
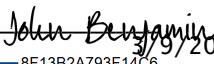
Where property is located near train tracks train whistles may be heard as trains cross intersections are various times of day/night.

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.

Seller:	<div>Signed by:  132D31C5E398493...</div>	Date: 3/8/2026
Seller:	<div>Signed by:  31CE146A6649481...</div> <div>DocuSigned by:  8F13B2A793F14C6... 3/8/2026</div>	Date: 3/8/2026
Buyer:		Date:
Buyer:		Date:





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For  
Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  
☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: \_\_\_\_\_,  
 dated \_\_\_\_\_, on property known as: 2767 Winchester Dr, Hayward, CA 94541 ("Property")  
 in which \_\_\_\_\_ is referred to as Buyer or Tenant  
 and Henry S Chin, Trustee, Pauline P Chin, Trustee is referred to as Seller or Housing Provider.  
 Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:**

- A.** I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- B.** I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
 \_\_\_\_\_
- C.** I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."  
 For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Signed by: <u>Henry Chin</u>		Date: <u>3/8/2026</u>
Seller or Housing Provider <u>Henry S Chin, Trustee</u>	Signed by: <u>Pauline P Chin</u>	Date: <u>3/8/2026</u>
Seller or Housing Provider <u>Pauline P Chin, Trustee</u>	DocuSigned by: <u>John Benjamin</u>	Date: <u>3/9/2026</u>
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**PRDS® CERTIFICATION OF COMPLIANCE WITH WATER HEATER,  
SMOKE ALARM AND CARBON MONOXIDE DEVICE REQUIREMENTS**  
DESIGNED FOR USE WITH PRDS® FORMS



**Property:** 2767 Winchester Dr, Hayward, CA 94541

**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: 3/8/2026

Signed by:   
Seller/Owner: Henry S Chin, Trustee  
132D31C5E398493...

Signed by:   
Seller/Owner: Pauline P Chin, Trustee  
31CE146A6649481...  
DocuSigned by:   
8F13B2A793F14C6...

**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: 3/8/2026

Signed by:   
Seller/Owner: Henry S Chin, Trustee  
132D31C5E398493...

Signed by:   
Seller/Owner: Pauline P Chin, Trustee  
31CE146A6649481...  
DocuSigned by:   
8F13B2A793F14C6...

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

Date: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_



# WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

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

## 1. WATER-CONSERVING PLUMBING FIXTURES

### A. INSTALLATION:

- (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property 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 if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) **Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.

## 2. CARBON MONOXIDE DETECTORS:

### A. INSTALLATION:

- (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**B. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

**C. COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

**3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

**By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory**

Seller		Signed by:		DocuSigned by:		<b>Henry S Chin, Trustee</b>	Date	3/8/2026
Seller	132D31C5E398493...		31CE146A6649481...		8F13B2A793F14C6...	<b>Pauline P Chin, Trustee</b>	Date	3/8/2026
Buyer							Date	
Buyer							Date	

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WCMD REVISED 6/24 (PAGE 1 OF 1)



**WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY (WCMD PAGE 1 OF 1)**

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
Juliana Lee

Phone: 6508571000 Fax: (650) 433-4264  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

2767 Winchester





www.prdsforms.com

**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 (P.C.) (H.C.)



**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: 12-29-2015

DocuSigned by:

John Benjamin  
8F13B2A793F14C6...

Buyer: \_\_\_\_\_

Seller: Pauline Chin

Buyer: \_\_\_\_\_

Seller: Henry Chin

DS

JB

Buyer's Initials ( ) ( )

Seller's Initials ( P.C. ) ( H.C. )



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

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

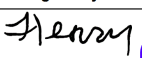
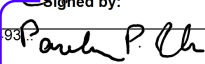







1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson 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	<div> <div>Signed by:</div>  <div>Signed by:</div>  <div>DocuSigned by:</div>  </div>	<b>Henry S Chin, Trustee</b> <b>Pauline P Chin, Trustee</b>	Date <u>3/8/2026</u> Date <u>3/8/2026</u>
Seller	<div> <div>Signed by:</div>  <div>Signed by:</div>  <div>DocuSigned by:</div>  </div>	<b>Sharon Lee</b> <b>Sharon Lee</b>	Date <u>3/8/2026</u> Date <u>3/8/2026</u>
Buyer's Brokerage Firm	_____	DRE Lic #	_____
By	_____	DRE Lic #	_____
Seller's Brokerage Firm	<div> <div>Signed by:</div>  <div>Signed by:</div>  <div>DocuSigned by:</div>  </div>	<b>Pinnacle Realty Advisors</b> <b>Sharon Lee</b>	Date <u>3/8/2026</u> Date <u>3/8/2026</u>
By	_____	DRE Lic #	_____
	_____	DRE Lic #	_____

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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)**

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www.prdforms.com

**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: 12-29-2015 ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant

Date: 12-29-2015 ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant

*Pauline Chin*  
**Pauline Chin**

*Henry Chin*  
**Henry Chin**

DocuSigned by:

*John Benjamin*  
**John Benjamin**

8F13B2A793F14C6...

Form CCPA Rev 11/19

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3/9/2026



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



Property Address: 2767 Winchester Dr, Hayward, CA 94541 ("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](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: \_\_\_\_\_ ☒ Buyer/ ☐ Tenant: \_\_\_\_\_ ☒ Buyer/ ☐ Tenant: \_\_\_\_\_

Date: 3/8/2026 ☒ Seller/ ☐ Landlord: \_\_\_\_\_ ☒ Seller/ ☐ Landlord: \_\_\_\_\_

Date: \_\_\_\_\_ ☒ Seller/ ☐ Landlord: \_\_\_\_\_ ☒ Seller/ ☐ Landlord: \_\_\_\_\_

Print Name Henry S Chin, Trustee

Print Name Pauline P Chin, Trustee





**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](http://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	Signed by: <u>Henry S Chin</u>	Date	_____
Seller/Housing Provider	Signed by: <u>Henry S Chin, Trustee</u>	Date	3/8/2026
Seller/Housing Provider	Signed by: <u>Pauline P Chin, Trustee</u>	Date	3/8/2026

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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 2767 Winchester Dr, Hayward, CA 94541 ("Property"),  
between \_\_\_\_\_ ("Buyer", ☐ Listing Broker, ☐ Other).  
and Henry S Chin, Trustee, Pauline P Chin, 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): NATIONAL EXCHANGE HOLDING, LLC, A WYOMING LIMITED LIABILITY COMPANY

dated 12/22/2025

(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: Henry Chin Date: 3/8/2026  
By \_\_\_\_\_ 132D31C5E398493... Title: \_\_\_\_\_

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Henry S Chin, Trustee

By Pauline P Chin John Benjamin Date: 3/8/2026  
\_\_\_\_\_ 30FF16A564941... 8F13B2A793F14C6... Title: \_\_\_\_\_

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Pauline P Chin, Trustee

## **Acknowledgement of Receipt by Other Party:**

Buyer/Broker/Other \_\_\_\_\_ Date: \_\_\_\_\_

Buyer/Broker/Other \_\_\_\_\_ Date: \_\_\_\_\_

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**REAL ESTATE BUSINESS SERVICES, LLC.**  
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525 South Virgil Avenue, Los Angeles, California 90020

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

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







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



Property Address: 2767 Winchester Dr, Hayward, CA 94541 ("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: (                      ) (                      )

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: 3/8/2026 Seller: Henry S Chin, Trustee  
(Print Name)

Signed by: Henry S Chin Signed by: John Benjamin  
132D31C5E398493... 8F13B2A793F14C6...

Date: 3/8/2026 Seller: Pauline P Chin, Trustee  
(Print Name)

Signed by: Pauline P Chin 3/9/2026  
31CE146A6649481...

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_





**STATEWIDE BUYER AND SELLER ADVISORY**  
**(This Form Does Not Replace Local Condition Disclosures.**  
**Additional Advisories or Disclosures May Be Attached)**  
**(C.A.R. Form SBSA, Revised 6/24)**

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.

**YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

**BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

**LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:**

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine (i) the basis of the property for income tax purposes; and (ii) any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.



# TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
<b>Investigation of Physical Condition</b>	<b>Property Use and Ownership</b>	<b>Off-Site and Neighborhood Conditions</b>	<b>Legal Requirements (Federal, State and Local)</b>	<b>Contract Related Issues and Terms</b>	<b>Other Factors Affecting Property</b>	<b>Local Disclosures and Advisories</b>
<b>Pages 2-5</b>	<b>Pages 5-8</b>	<b>Pages 9-10</b>	<b>Pages 10-11</b>	<b>Pages 11-12</b>	<b>Pages 13-14</b>	<b>Page 15</b>

	Page		Page
1. Accessory Dwelling Units .....	5	35. Marketing; Internet Advertising; Internet Blogs; Social Media .....	14
2. Arbitration .....	12	36. Mediation .....	12
3. Building Permits, Zoning and Code Compliance.....	5	37. Megan's Law Database Disclosure .....	11
4. Buyer Intended Future Use .....	6	38. Mold .....	3
5. California Fair Plan .....	6	39. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions .....	9
6. Community Enhancement and Private Transfer Fees .....	13	40. Neighborhood Noise Sources .....	9
7. Death on the Property .....	10	41. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts .....	8
8. Earthquake Fault Zones and Seismic Hazard Zones .....	10	42. Non-Confidentiality of Offers .....	12
9. Easements, Access and Encroachments .....	2	43. Notice of Your Supplemental Property Tax Bill .....	11
10. Electrification of Energy Source .....	11	44. Online or Wire Funds Transfers .....	12
11. Electronic Signatures .....	11	45. Owner's Title Insurance .....	7
12. Environmental Hazards .....	3	46. PACE Loans and Liens .....	14
13. EPA's Lead-Based Paint Renovation, Repair and Painting Rule .....	10	47. Pets and Animals .....	4
14. Escrow Funds .....	12	48. Preliminary Title Report .....	5
15. Fire Hardening, Defensible Space, and Wildfire Disasters ..	5	49. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting .....	10
16. Fire Hazards .....	10	50. Recording Devices .....	14
17. FIRPTA/California Withholding .....	10	51. Re-Keying .....	14
18. Flood Hazards .....	11	52. Rent and Eviction Control Laws and Ordinances .....	8
19. Formaldehyde .....	3	53. Retrofit, Building Requirements, and Point of Sale Requirements .....	8
20. Future Repairs, Replacements and Remodels .....	6	54. Schools .....	9
21. General Recall/Defective Product/Class Action Information .....	13	55. Sea Level Rise .....	10
22. Geologic Hazards .....	3	56. Septic Systems .....	4
23. Golf Course Disclosures .....	9	57. Short Term Rentals and Restrictions .....	8
24. Heating Ventilating and Air Conditioning Systems .....	6	58. Signing Documents Electronically .....	11
25. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement .....	6	59. Soil and Geologic Conditions .....	4
26. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval .....	13	60. Solar Panels and Net Energy Metering .....	14
27. Home Warranty .....	12	61. Square Footage, Lot Size, Boundaries and Surveys .....	4
28. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions .....	12	62. Swimming Pool, Security and Safety .....	8
29. Inspections .....	3	63. Underground Pipelines and Utilities .....	9
30. Insurance, Title Insurance and Title Insurance After Foreclosure .....	6	64. Views .....	8
31. Land Lease .....	7	65. Water Intrusion .....	4
32. Legal Action .....	13	66. Water Shortages and Conservation .....	8
33. Liquidated Damages .....	12	67. Well and Water System(s) .....	5
34. Marijuana and Methamphetamine Labs .....	7	68. Wildlife .....	9
		69. Wood Balconies, Stairs, and Other Structures .....	14
		70. Wood Destroying Pests .....	5
		71. Zone Maps May Change .....	11

## A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's investigation contingency period. Brokers do not have expertise in this area.





2. **ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, PCB's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.
3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's investigation contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these areas.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited



to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's investigation contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

- 7. PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- 8. SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's investigation contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
- 9. SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
- 10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
- 11. WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.





- 12. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
  - B. Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
  - C. California Department of Forestry and Fire ("Cal Fire") <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
  - D. California Department of Transportation <https://calsta.ca.gov/>
  - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

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

- 15. PRELIMINARY (TITLE) REPORT:** A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer reviews the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers do not have expertise in this area.

## B. Property Use and Ownership

- 1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
- 2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards



or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's investigation contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at [https://www.epa.gov/sites/production/files/2018-08/documents/residential\\_air\\_conditioning\\_and\\_the\\_phaseout\\_of\\_hcfc-22\\_what\\_you\\_need\\_to\\_know.pdf](https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf) and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's investigation contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's investigation contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's investigation contingency



period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
10. **MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.
11. **OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "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 MAY BE 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."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.





- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.
- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.



## C. Off-Site and Neighborhood Conditions

1. **GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at [www.cahighspeedrail.ca.gov/](http://www.cahighspeedrail.ca.gov/). The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's investigation contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's investigation contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to



implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: (i) Shoreline, beach and bluff erosion, and flooding; (ii) The effectiveness of seawalls and bulkheads, whether built with or without permits; (iii) Seaward construction, development or improvement to existing structures; (iv) The enactment of geological hazard abatement districts and assessments; and (v) The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- A. California Coastal Commission contact information: <https://www.coastal.ca.gov/contact/#/>
- B. State Lands Commission contact information: <https://www.slc.ca.gov/contact-us/>
- C. National Oceanic and Atmospheric Administration (sea level rise page): <https://coast.noaa.gov/slr/>
- D. California Coastal Commission (sea level rise page): <https://www.coastal.ca.gov/climate/slr/>
- E. Federal Emergency Management Agency (FEMA): <https://www.fema.gov/flood-maps>; <https://msc.fema.gov>

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

## D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's investigation contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's investigation and insurance contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller





signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's investigation contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://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, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice 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. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills 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 concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

9. **ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.
10. **ELECTRIFICATION OF ENERGY SOURCE:** Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

## E. Contract Related Issues and Terms

1. **SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to



sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initiated by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:**  
The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form NDA). 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. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers,



verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

## F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's investigation contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the





legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Solar panel systems may have net energy metering. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property. Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.
10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported



in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

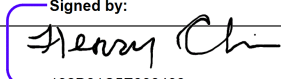
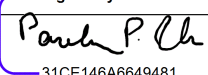
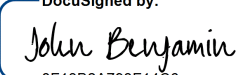
G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐
- B. ☐
- C. ☐
- D. ☐

Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.

BUYER		Date	
BUYER	Signed by:	Date	
SELLER	 132D31C5E398493...	Henry S Chin, Trustee	3/8/2026
SELLER	Signed by:	Date	
	 31CE146A6649481...	Pauline P Chin, Trustee	3/8/2026
	DocuSigned by:		
	 8F13B2A793F14C6...		3/9/2026

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**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:**2767 Winchester Dr**A. PROPERTY ADDRESS** (property being transferred): Hayward, CA 94541 ("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 Henry S Chin Date 3/8/2026

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

Henry S Chin, 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 \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

**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.lwolf.com](http://www.lwolf.com)

2767 Winchester

**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:**2767 Winchester Dr**A. PROPERTY ADDRESS** (property being transferred): Hayward, CA 94541 ("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 Pauline P. Chin Date 3/8/2026

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

Pauline P Chin, 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 \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

**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)

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2767 Winchester





www.prdforms.com

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



Property Address: **2767 Winchester Dr, Hayward, CA 94541**

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.

DATE: 3/8/2026

SELLER:

Signed by:

*Henry S Chin*

132D31C5E398493...

**Henry S Chin, Trustee**

DocuSigned by:

*John Benjamin*

8F13B2A793F14C6...

DATE: 3/8/2026

SELLER:

Signed by:

*Pauline P Chin*

31CE146A6649481...

**Pauline P Chin, Trustee**

3/9/2026

DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_



# FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM

(C.A.R. Form FRR-PA, 10/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated \_\_\_\_\_, on property known as 2767 Winchester Dr, Hayward, CA 94541, ("Property") in which Henry S Chin, Trustee, Pauline P Chin, Trustee is referred to as ("Seller") and \_\_\_\_\_ is referred to as ("Buyer").

This addendum is to be used with a: (i) Residential Purchase Agreement (C.A.R. Form RPA); (ii) New Construction Purchase Agreement (C.A.R. Form NCPA); (iii) Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLPA); (iv) Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or (v) Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

- 1. FEDERAL REPORTING OBLIGATION:** Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering. Originally scheduled to take effect December 1, 2025, the reporting requirements have been delayed to March 1, 2026. The Reporting Person may require the needed information from Buyer and Seller for applicable transactions for which an offer was accepted prior to March 1, 2026, if there is a possibility the transaction will close escrow on or after the March 1, 2026, implementation date even if scheduled to close escrow prior to that date.
- 2. CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY:** The collection and reporting obligations apply if: (i) the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; (ii) the buyer is a legal entity or trust; and (iii) the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
- 3. REQUIRED REPORTING INFORMATION:** The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
  - A. Buyers:** Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
  - B. Sellers:** Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
  - C. Information to be collected:** Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
- 4. DELIVERY OF REQUIRED INFORMATION:**
  - A.** Buyer and Seller shall, within **7 Days** after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
  - B.** Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
- 5. CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:**
  - A.** The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
  - B.** Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
  - C.** If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

**By signing below, Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Federal Reporting Requirement Purchase Addendum.**

Buyer	_____	Date	_____
Buyer	Signed by: <u>Henry S Chin</u>	Date	_____
Seller	DocuSigned by: <u>Henry S Chin, Trustee</u>	Date	3/8/2026
Seller	Signed by: <u>Pauline P Chin</u>	Date	3/8/2026
	DocuSigned by: <u>John Benjamin</u>		

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**FRR-PA 10/25 (PAGE 1 OF 1)**

## FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM (FRR-PA PAGE 1 OF 1)



## 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)

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
Juliana Lee

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

Phone: 650.857.1000

Fax: (650) 433-4264

[www.lwolf.com](http://www.lwolf.com)

2767 Winchester





**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: 2767 Winchester Dr, Hayward, CA 94541, in which \_\_\_\_\_ is referred to as Buyer/Tenant and Henry S Chin, Trustee, Pauline P Chin, 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](http://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 Henry S Chin, Trustee Signed by: Henry S Chin Date 3/8/2026  
 432D31C5E398493... Signed by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Seller/Housing Provider Pauline P Chin, Trustee Signed by: Pauline P Chin Date 3/8/2026  
 31CE146A6649481... 8F13B2A793F14C6...

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**DBD REVISED 6/23 (PAGE 1 OF 1)**

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

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
 Juliana Lee

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

Phone: 6508571000

Fax: (650) 433-4264

[www.lwolf.com](http://www.lwolf.com)

2767 Winchester



# NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:

**2767 WINCHESTER RD, HAYWARD, CA, 94541 ("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: ☒

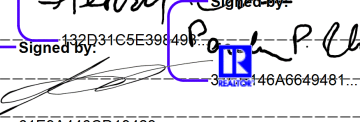
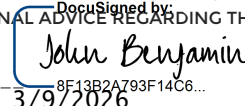
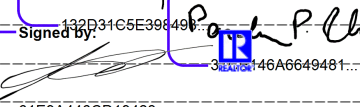
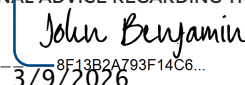
A SEISMIC HAZARD ZONE pursuant to section 2696 of the Public Resources Code.

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):  Date: 3/8/2026  
Signature of Sellers(s):  Date: 3/9/2026  
Seller's Agent(s):  Date: 3/9/2026  
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 01/05/26**

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](http://www.snapnhd.com/resources).**

Signature of Buyer(s):  Date:

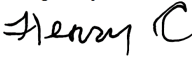
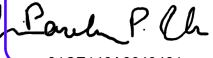
Signature of Buyer(s):  Date:

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 Sellers (124 pages):**

Signed by:  132D31C5E398493...	Signed by:  31CE146A6649481...	DocuSigned by:  8F13B2A793F14C6...	<b>3/8/2026</b>
-------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	-----------------

**Received and reviewed by Buyers (124 pages):**



**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*:**

- |                                              |                                          |
|----------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Helpful             | <input type="checkbox"/> Clearly written |
| <input type="checkbox"/> Too detailed        | <input type="checkbox"/> Confusing       |
| <input type="checkbox"/> Not detailed enough |                                          |
- ☐ The booklet helped me to locate earthquake weaknesses in my home.  
☐ I have strengthened my home to resist earthquakes.  
☐ I plan to fix my home's earthquake weaknesses.  
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was \_\_\_\_\_.

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: **2767 Winchester Dr, Hayward, CA 94541**

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.)**



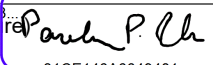

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

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: **2767 Winchester Dr, Hayward, CA 94541**

Date <b>3/8/2026</b>	Time _____	Signed by: 	DocuSigned by:  <b>3/8/2026</b> 8F13B2A793F14C6...
		(Sellers's signature)	<b>Henry S Chin, Trustee</b> (printed name)
Date <b>3/8/2026</b>	Time _____	Signed by: 	
		(Sellers's signature)	<b>Pauline P Chin, Trustee</b> (printed name)
Date <b>3/9/2026</b>	Time _____	Signed by: 	
		(Seller's Agent's signature)	<b>Pinnacle Realty Advisors</b> (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

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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)

JLee Realty, 4260 El Camino Real Palo Alto CA 94306  
 Juliana Lee

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

Phone: 6508571000

Fax: (650) 433-4264

[www.lwolf.com](http://www.lwolf.com)

2767 Winchester



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<sub>2.5</sub>) 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<sub>2.5</sub>.

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](mailto: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<sub>2.5</sub>, 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<sub>2.5</sub> 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<sub>2.5</sub> 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](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_





## SELLER'S ADVISORY

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

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
  - B. **Statutory Duties** (For one-to-four Residential Units):
    - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to fill out the TDS form, in its entirety, honestly and completely. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task. If your property is in a high or very high fire zone, and you have to complete the TDS, you will also be responsible for disclosing compliance with defensible space laws and, depending on the Property's age, may also have to disclose if the building itself has been hardened to protect it from catching fire.
    - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home," and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
    - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
    - (4) If the TDS, NHD, or lead, fire hardening, defensible space, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
  - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code § 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
  - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
  - A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property, buyer broker compensation, and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price. Should Seller agree to do so, Broker does not represent, nor will Broker confirm, that the amount specified is owed by buyer or the full amount will be used by buyer to pay for the specified purpose. In the absence of a separate agreement, Seller's contractual obligation to pay buyer's broker is independent of any obligation between buyer and a third party.



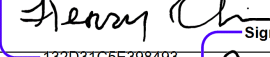
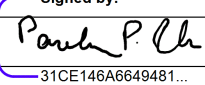
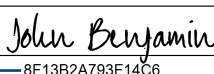
- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.
- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE PROGRAM (RRP):** The RRP requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The RRP applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

#### 4. MARKETING CONSIDERATIONS:

- A. Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in **paragraph 2** above). This is true even if the buyer gets their own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

#### 5. OTHER ITEMS:

By signing below, Seller acknowledges that they have received a copy of this Seller's Advisory, and they have read and understand its terms.

Seller		Signed by:	DocuSigned by:	<b>Henry S Chin, Trustee</b>	Date <b>3/8/2026</b>
	132D31C5E398493...				
Seller		Signed by:	DocuSigned by:	<b>Pauline P Chin, Trustee</b>	Date <b>3/8/2026</b>
	31CE146A6649481...				
					
		8F13B2A793F14C6...			
		<b>3/9/2026</b>			

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SA REVISED 6/25 (PAGE 2 OF 2)

#### SELLER'S ADVISORY (SA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

2767 Winchester



## Disclosure: Public Amenities

Subject Property: 2767 Winchester Ave., Hayward, Ca 94541

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.

Signed by:  
Dated: Henry Chi  
132D31C5E398493...

Signed by:  
Seller: Henry Chi  
432D31C5E398493...

Signed by: DocuSigned by:  
Seller: Paul P. Ch John Benjamin  
31CE146A6649481... 8F13B2A793F14C6...

Buyer acknowledges receipt of this Disclosure:

Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_



## Checklist of Items Included & Excluded From Sale

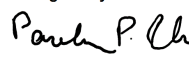
Property Address:

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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Location & # of Unit			
Location & # of Unit			
Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All bathroom mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Item Included:

Additional Item Excluded:

Signed by:  
  
 Seller: 132D31C5E398493...

Signed by: 3/8/2026  
  
 Seller: 31CE146A6649481...  
 DocuSigned by: John Benjamin  
 Date: 8F13B2A793F14C6...

Buyers:

Buyers:

Date:

Questions	Yes	No	Notes:
Garbage date	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monday Front door
Keys	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mailbox kyes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Other keys	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Remote control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manual
Gate/garage code	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Potential rent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	~ \$4,000.00
HOA fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
HOA Mgr contact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Maintenance records	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Any non-conforming area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
All payment up to date	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Flood Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$/month:
Utility	<input type="checkbox"/>	<input type="checkbox"/>	\$/month: not sure
Special feature			

**Sellers:**

Signed by:

Henry Ch

132D31C5E398493...

Signed by:

Paul P. Ch

31CE146A6649481...

DocuSigned by:

John Benjamin

8F13B2A793F14C6...

3/8/2026

**Buyers:****Date:**



## HOME INSPECTION REPORT



**Received and reviewed by Sellers ( 35 pages):**

**PROPERTY ADDRESS**

2767 Winchester Drive, Hayward

Signed by:

*Henry*  
132D31C5E398493...

Signed by:

*John P. Lee*  
31CE146A6649481...

DocuSigned by:

*John Benjamin* **3/8/2026**  
8F13B2A793F14C6...

**ORDERED BY**

Juliana (Leigh) Lee, JLee Realty

**REPORT NUMBER**

671100

**Received and reviewed by Buyers ( 35 pages):**

**DATE OF INSPECTION**

February 13, 2026

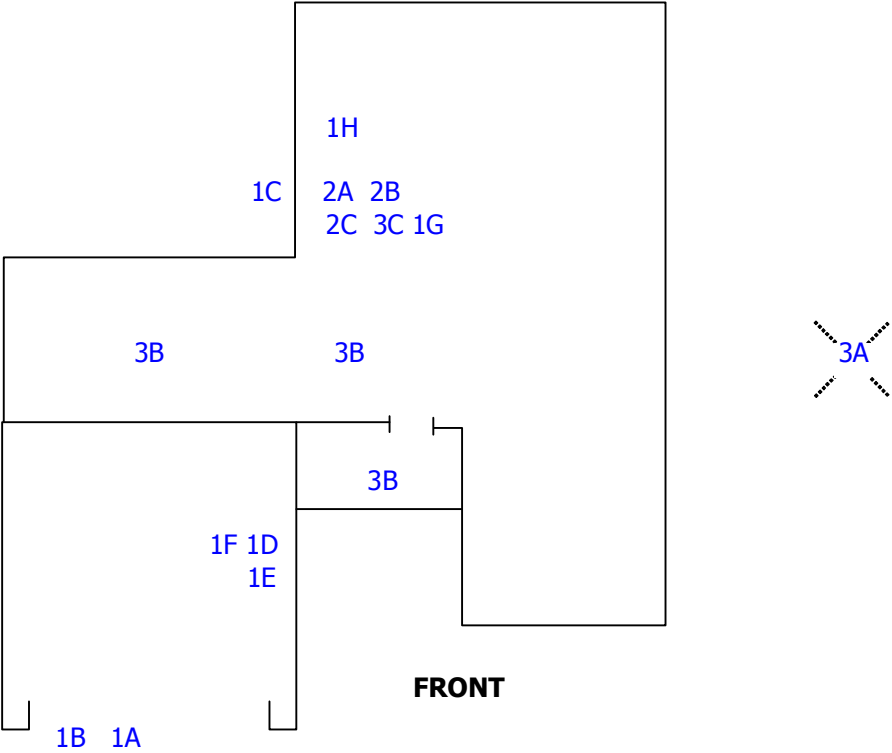
**INSPECTOR**

Gregory Spiker

*Gregory Spiker*



Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
2767	Winchester Drive	Hayward	94541	2/13/2026	Page 2 of 10



Received and reviewed by Sellers ( 16 pages):

Signed by:



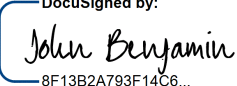
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3/8/2026

Received and reviewed by Buyers ( 16 pages):

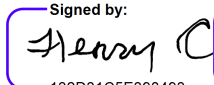


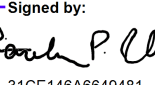
## Roof Inspection Report

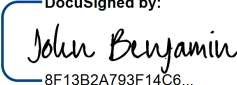


**2767 Winchester Drive, Hayward**

**Received and reviewed by Sellers ( 15 pages):**

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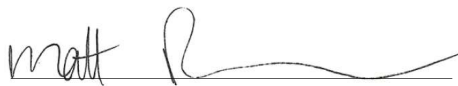
Signed by:   
31CE146A6649481...

DocuSigned by:  
  
8F13B2A793F14C6...

**3/8/2026**

**Ordered by: Juliana (Leigh) Lee**  
JLee Realty  
4260 El Camino Real  
Palo Alto, CA 94301

**Inspected by:**

  
**Matthew Robinson**  
February 13, 2026  
Reg No. 118122 SP

**Received and reviewed by Buyers ( 15 pages):**



## Sewer Lateral Inspection Report




**2767 Winchester Drive, Hayward**

**Received and reviewed by Sellers ( 5 pages):**

Signed by:  Signed by:  DocuSigned by:  **3/8/2026**  
132D31C5E398493... 31CE146A6649481... 8F13B2A793F14C6...

**Ordered by: Juliana (Leigh) Lee**  
JLee Realty  
4260 El Camino Real  
Palo Alto, CA 94301

**Inspected by:**

  
**Isaiah Press**  
February 14, 2026

**Received and reviewed by Buyers ( 5 pages):**



## REPORT SNAPSHOT

# WHAT YOU NEED TO KNOW ABOUT THIS NHD REPORT

2767 WINCHESTER RD, HAYWARD, CA, 94541

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 Sellers ( 41 pages):**



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

Signed by:	Signed by:	DocuSigned by:
		 <b>3/8/2026</b>
132D31C5E398493...	31CE146A6649481...	8F13B2A793F14C6...



There is **1** Additional Disclosure marked **IN** for your review.



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



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



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>

**Received and reviewed by Buyers ( 41 pages):**

4. Covenants, conditions, restrictions and easements in the document recorded NOVEMBER 25, 1955 as **BOOK 7857, PAGE 391** of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. A deed of trust to secure an original indebtedness of \$495,000.00 recorded November 24, 2025 as INSTRUMENT NO. **2025148126** OF OFFICIAL RECORDS.  
Dated: November 19, 2025  
Trustor: HENRY S. CHIN AND PAULINE P. CHIN, TRUSTEES OF THE CHIN FAMILY TRUST DATED AUGUST 20, 2024  
Trustee: CLEAR RECON CORP.  
Beneficiary: PNC BANK, N.A.
6. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
7. **An Owner's Certification must be completed, executed, and returned to the Company.**
8. Rights of parties in possession.
9. Water rights, claims or title to water, whether or not shown by the Public Records.


**Prior to the issuance of any policy of title insurance, the Company will require:**

10. With respect to NATIONAL EXCHANGE HOLDING, LLC, A WYOMING LIMITED LIABILITY COMPANY:
  - a. A copy of its operating agreement or similar document and any amendments thereto;
  - b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
  - c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
  - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	4	2	N/A	\$45,000	N/A
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	1,268	5,508	1955	SFR	

OWNER INFORMATION			
Owner Name	Chin Henry S (Te)	Tax Billing Zip+4	2321
Tax Billing Address	26854 Grandview Ave	Owner Occupied	No
Tax Billing City & State	Hayward, CA	Owner Name 2	Chin Pauline P (Te)
Tax Billing Zip	94542		

COMMUNITY INSIGHTS			
Median Home Value	\$1,194,942	School District	HAYWARD UNIFIED
Median Home Value Rating	10 / 10	Family Friendly Score	75 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	61 / 100	Walkable Score	53 / 100
Total Incidents (1 yr)	35	Q1 Home Price Forecast	\$1,203,899
Standardized Test Rank	33 / 100	Last 2 Yr Home Appreciation	-0%

LOCATION INFORMATION			
School District	Hayward	Property Carrier Route	C038
Community College District	Chabotlas Positas Jt	Within 250 Feet of Multiple Flood Zone	No
Census Tract	4364.02		

TAX INFORMATION			
APN	425-0170-024	Tax Area	59034
Alt APN	425017002400	Block ID	B
% Improved	62%	Lot Number	6

ASSESSMENT & TAX			
Assessment Year	2025	2024	2023
Assessed Value - Total	\$95,864	\$93,985	\$92,142
Assessed Value - Land	\$36,286	\$35,575	\$34,877
Assessed Value - Improved	\$59,578	\$58,410	\$57,265
YOY Assessed Change (\$)	\$1,879	\$1,843	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2023	\$1,927		
2024	\$1,922	-\$5	-0.23%
2025	\$1,999	\$77	4%

Special Assessment	Tax Amount
Oro Loma Sewer Service	\$486.58
Street Lighting Assmt	\$23.60
Mosquito Abatement Assmt	\$1.74
Co Serv Area Em 83-1 Paramedic	\$41.40
Co Serv Area Vc 84-1 Vector	\$5.92
Paramedic Supplement	\$6.78
Clean Urban Runoff	\$7.10
Maintenance Special Tax	\$28.00
Sfbra Measure Aa	\$12.00
Fld Zn 2 Benefit Assmt	\$26.60
Haz Waste Program	\$7.80
Vector & Disease Control Assmt	\$6.56
Alameda Co Mosquito Abate Dis	\$2.90
Miscellaneous	\$217.98
Total Of Special Assessments	\$874.96



CHARACTERISTICS			
Land Use - CoreLogic	SFR	Building Sq Ft	1,268
Land Use - County	Single Family Residential Home	Stories	1
Lot Frontage	55	Total Rooms	7
Lot Depth	100	Bedrooms	4
Lot Acres	0.1264	Total Baths	2
Lot Area	5,508	Full Baths	2
Style	L-Shape	Fireplaces	1
Year Built	1955	Construction	Wood
Effective Year Built	1957	Total Units	1
Gross Area	1,268	Quality	Average

SELL SCORE			
Rating	Moderate	Value As Of	2025-12-28 06:32:57
Sell Score	562		

ESTIMATED VALUE			
RealAVM™	\$826,500	Confidence Score	78
RealAVM™ Range	\$739,300 - \$913,700	Forecast Standard Deviation	11
Value As Of	12/08/2025		

- (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.

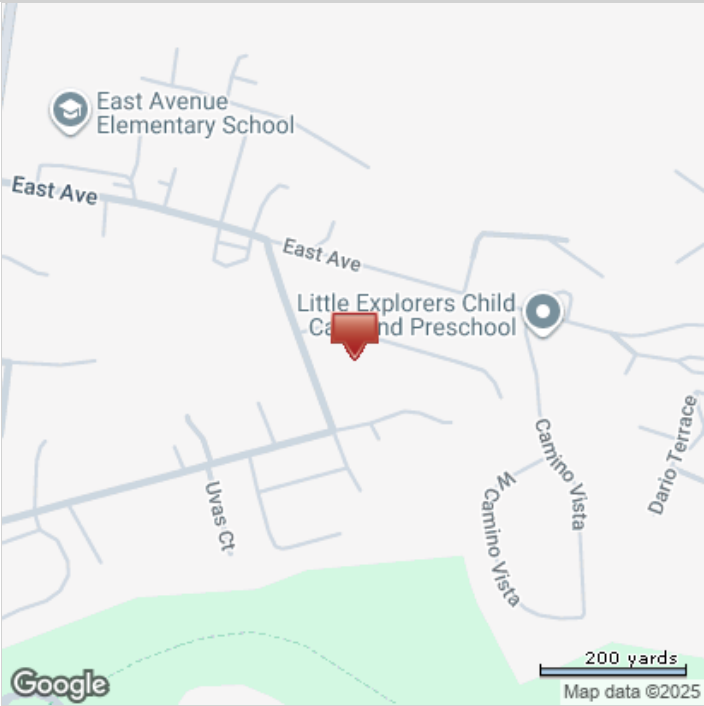
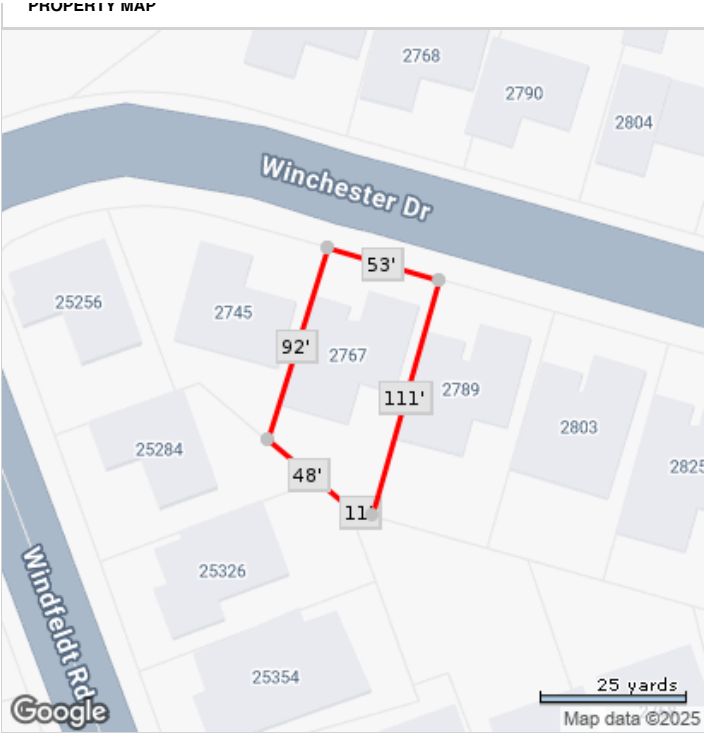
RENTAL TRENDS			
Estimated Value	3931	Cap Rate	4%
Estimated Value High	4822	Forecast Standard Deviation (FSD)	0.23
Estimated Value Low	3040		

- (1) Rental Trends is a CoreLogic® derived value and should be used for informational purposes only. Rental Trends is not intended to provide recommendations regarding rental prices, lease renewal terms, or occupancy levels to landlords.
- (2) The FSD denotes confidence in a 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 Trends estimate will fall within, based on the consistency of the information available at the time of estimation. The FSD can be used to create confidence that the displayed value has a statistical degree of certainty.

LAST MARKET SALE & SALES HISTORY			
Recording Date	07/30/1974	Deed Type	Deed (Reg)
Sale Price	\$45,000	Owner Name	Chin Henry S (Te)
Price Per Square Feet	\$35.49	Owner Name 2	Chin Pauline P (Te)
Document Number	98991		

Recording Date	08/21/2024	03/23/2017	03/23/2017	07/30/1974
Sale Price				\$45,000
Nominal	Y	Y	Y	
Buyer Name	Chin Family Trust	Chin Henry & Pauline Family Trust	Chin Henry S & Pauline P	Chin Henry S & Chin Pauline
Buyer Name 2		!ust	Chin Pauline P	Chin Pauline
Seller Name	Chin Henry & Pauline F/Tr	Chin Henry S & Pauline P	Chin Henry S & Pauline P	
Document Number	102036	68265	68264	98991
Document Type	Quit Claim Deed	Trustee's Deed(Transfer)	Grant Deed	Deed (Reg)

MORTGAGE HISTORY	
Mortgage Date	11/24/2025
Mortgage Amount	\$495,000
Mortgage Lender	Pnc Bk National Assn
Mortgage Code	Conventional
Mortgage Type	Refi



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Signed by: Paul P. Ch...  
31CE146A6649481...

DocuSigned by: John Benjamin  
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