



CALIFORNIA
ASSOCIATION
OF REALTORS®

MANUFACTURED HOME AND MOBILEHOME: TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT 170 W Cliff Drive #37 IN THE CITY OF Santa Cruz, COUNTY OF Santa Cruz, STATE OF CALIFORNIA, DESCRIBED AS

Year _____ Make _____ Serial #(s) _____ HCD Decal # or Equivalent _____

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF May 10, 2010.

DATE

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER THE SELLER), 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. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

I COORDINATION WITH OTHER DISCLOSURES & INFORMATION

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency). Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

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

II SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether, and on what terms, to purchase the subject Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health and Safety Code, 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 a Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller ☐ is ☒ is not occupying the Home.

A. The subject Home includes the items checked below which are being sold with the Home (read across):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Burglar Alarm | <input checked="" type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Wall/Window Air Conditioning |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |

(Continued on page 2)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.

Buyer's Initials (_____) (_____) Seller's Initials (XB) (XS)

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Date _____



MANUFACTURED HOME TRANSFER DISCLOSURE STATEMENT (MHTDS-11 PAGE 1 OF 3)

Agent: Frank Murphy Phone: 831.457.5550 Fax: 831.401.2425 Prepared using zipForm® software
Broker: Keller Williams Realty - SC 1414 Soquel Ave Ste 100 Santa Cruz, CA 95062

Home Address: 170 W Cliff Drive #37, Santa Cruz CA 95060 Date: May 10, 2010

- | | | |
|--|---|--|
| <input type="checkbox"/> Porch Decking | <input checked="" type="checkbox"/> Porch Awning | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Spa Locking Safety Cover* |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Hot Tub Locking Cover* | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Solar/Spa Heater | <input checked="" type="checkbox"/> Gas Water Heater | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Electric Water Heater | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | <input type="checkbox"/> Bottled Propane |
| <input type="checkbox"/> Carport Awning | <input type="checkbox"/> Attached Garage | <input type="checkbox"/> Detached Garage |
| <input type="checkbox"/> Automatic Garage Door Opener(s)* | <input type="checkbox"/> # Remote Controls _____ | |
| <input type="checkbox"/> Window Secure Bars | <input type="checkbox"/> Bedroom Window Quick Release Mechanism* | <input checked="" type="checkbox"/> Window Screens |
| <input type="checkbox"/> Earthquake Resistant Bracing System | <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Rain Gutters |

Exhaust Fan(s) in Kitchen & Bathroom 220 Volt Wiring in _____
Fireplace(s) in _____ Gas Starter(s) _____
Roof(s) and type(s) Composition Roof Age (Approximate) 12 years
Other: _____

*If there is an automatic garage door opener or safety cover listed above, it may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of the Health and Safety Code, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of the Health and Safety Code. The water heater may not be anchored, braced, strapped or secured in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

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): _____

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?

- ☐ Yes ☒ No. If yes, check appropriate space(s) below:
- | | | | | | | | | |
|--|---|--|--|--|--|---|---------------------------------|---|
| <input type="checkbox"/> Interior Walls, | <input type="checkbox"/> Ceilings, | <input type="checkbox"/> Floors, | <input type="checkbox"/> Exterior Walls, | <input type="checkbox"/> Insulation, | <input type="checkbox"/> Roof(s), | <input type="checkbox"/> Windows, | <input type="checkbox"/> Doors, | <input type="checkbox"/> Home Electrical Systems, |
| <input type="checkbox"/> Plumbing, | <input type="checkbox"/> Porch or Deck, | <input type="checkbox"/> Porch Steps & Railings, | <input type="checkbox"/> Other Steps & Railings, | <input type="checkbox"/> Porch Awning, | <input type="checkbox"/> Carport Awning, | <input type="checkbox"/> Other Awnings, | | |
| <input type="checkbox"/> Skirting, | <input type="checkbox"/> Home Foundation or Support System, | <input type="checkbox"/> Other Structural Components (Describe: _____) | | | | | | |

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

C. Are you (the 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, or chemical storage tanks on the subject home interior or exterior. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Room additions, structural modifications, or other alterations or repairs made without necessary permits. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Drainage or grading problems with the home, space or lot. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Any notices of abatement or citations against the home or accessory structures being sold with the home. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Neighborhood noise problems or other nuisances | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): _____

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller: Bernardine Silva Date May 10, 2010
Bernardine Silva

Seller: _____ Date May 10, 2010

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

Buyer's Initials (_____) (_____) Seller's Initials (XS) (_____)

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or Designee _____
Date _____



MANUFACTURED HOME TRANSFER DISCLOSURE STATEMENT (MHTDS-11 PAGE 2 OF 3)

II

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 HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: _____

Agent
Representing Seller Keller Williams Realty By _____ Date _____
(Please Print) (Signature)
Frank Murphy

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 HOME, STATES THE FOLLOWING:

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: _____

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

V

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

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

Seller X _____ Date _____ Buyer _____ Date _____
Bernardine Silva

Seller _____ Date _____ Buyer _____ Date _____

Agent
Representing Seller Keller Williams Realty By _____ Date _____
(Please Print) (Signature)
Frank Murphy

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

VI

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER 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 MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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Page 3 of 3 Pages.

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Date _____





CALIFORNIA
ASSOCIATION
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**LEAD-BASED PAINT AND LEAD-BASED PAINT
HAZARDS DISCLOSURE,
ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ other: _____

dated May 10, 2010, on property known as:
170 W Cliff Drive #37, Santa Cruz CA 95060 ("Property") in
which _____ is referred to as Buyer or
Tenant and Bernardine Silva is referred to as Seller or
Landlord.

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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records 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:

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 purchase 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.

x Bernardine Silva
Seller or Landlord Bernardine Silva

05/10/2010

Date

05/10/2010

Seller or Landlord

Date

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FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Agent: Frank Murphy	Phone: 831.457.5550	Fax: 831.401.2425	Prepared using zipForm® software
Broker: Keller Williams Realty - SC 1414 Soquel Ave Ste 100	Santa Cruz	CA 95062	

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Keller Williams Realty

Agent (Broker representing Seller) Please Print

By

Associate-Licensee or Broker Signature

05/10/2010

Date

Frank Murphy**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in 1 above and 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." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right 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.

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

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WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/09)

Property Address: 170 W Cliff Drive #37, Santa Cruz CA 95060

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller *Bernardine Silva* Bernardine Silva Date 05/10/2010
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller *Bernardine Silva* Bernardine Silva Date 05/10/2010
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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WHSD REVISED 11/09 (PAGE 1 OF 1)

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

Agent: Frank Murphy Phone: 831.457.5550 Fax: 831.401.2425 Prepared using zipForm® software
Broker: Keller Williams Realty - SC 1414 Soquel Ave Ste 100 Santa Cruz, CA 95062



BUYER AND SELLER INSURANCE ADVISORY

Property: **170 W Cliff # 37**

Santa Cruz

95060

BUYER ADVISORY RE HOMEOWNERS' INSURANCE COVERAGE

The availability of homeowners' insurance (i.e., policies of insurance providing fire and other casualty and loss coverage for residential properties) is neither constant nor certain, particularly at insurance premium rates homeowners might ordinarily expect. In many cases, even large, national insurance carriers impose significant restrictions, limitations or preconditions as to insurance policies they are willing to offer a prospective home purchaser; in some instances those carriers may decline to offer any coverage at all. Reasons for this vary, and can include insurance industry concerns relating to the physical condition and attributes of a particular property, the history of claims made against the property, and even generalized concerns over the number and magnitude of claims made statewide for injury and/or loss relating to toxic mold, fire, flood and other conditions and events.

Even the number, magnitude and frequency of insurance claims made by a prospective purchaser (and, occasionally, even the purchaser's credit rating) might be viewed by an insurance carrier as a basis or reason for declining to provide homeowners' coverage.

Buyer is advised that lenders almost always require homeowners' insurance coverage to actually be in place before funding of the home loan. Buyer is further advised of the importance of Buyer's contacting a reputable insurance broker and making full and early inquiry as to the availability of insurance coverage on the subject Property, and as to Buyer as a prospective insured.

SELLER CLAIMS HISTORY QUESTIONNAIRE

Seller responds as indicated to the following insurance-related inquiries:

1. Within the past five years have you, or to your knowledge, has any prior owner, made any claim (or otherwise given an insurance carrier notice of any loss or damage) relating to any plumbing leak or other water release, any water intrusion (including roof, window or siding leak), or other property damage, personal injury, or any other matter, against homeowner's insurance policy (i.e., fire and/or other residential property and personal casualty policy) covering the Property? YES NO (circle one)

If "YES" please identify the following as to each claim (use additional pages, if necessary):

- a) Name of the claimant _____
- b) Insurance company and policy number _____
- c) Approximate date of the claim _____
- d) Nature of the claim, and how resolved, if known _____

2. Within the past five years has, to your knowledge, any insurance company refused to issue to you or renew for you a homeowner's insurance policy covering the Property? YES NO (circle one)

If "YES", please indicate the following (use additional pages in necessary):

- a) Approximate date of such refusal _____
- b) The insurance company involved _____
- c) The basis of the refusal, if known _____

3. Has your lender ever required that you carry flood and/or earthquake insurance on the property? YES NO (circle one)

If "YES" please explain below.

Additional Explanations:

DATE: 05/10/2010

DATE: _____

SELLER: Bernardine Silva

BUYER: _____

SELLER: _____

BUYER: _____



**SQUARE FOOTAGE DISCLOSURE
ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT**

In reference to the Real Estate Purchase contract dated _____.

Between: _____, Buyer and

Bernardine Silva, Seller.

For the purchase of the real property known as: 170 W Cliff # 37 Santa Cruz 95060

The Buyer is hereby made aware and acknowledges that the square footage represented to the Buyer is an approximation only of the building area and/or site areas. This applies whether the representation has been made verbally or in writing by either Seller, Agent, or as part of the published information in the Multiple Listing Service. If the Buyer is relying upon the representation of square footage in purchasing the property, the Buyer should employ, at his expense, a professional, e.g., Civil Engineer, Architect, Surveyor, General Contractor or an Appraiser (who does not require a license) to measure the building and/or site area and provide to the Buyer a report setting out the square footage of the building or site area or both of the subject property.

If the square footage represented is more than that measured by the Buyer's expert, the escrow may be cancelled at the option of the Buyer and the Buyer's deposit returned. (This applies only if the source of the square footage amount was the Multiple Listing Service or was provided in writing by the Seller or Agent.)

BUYER'S FAILURE TO NOTIFY SELLER IN WRITING WITHIN (or _____ DAYS) FROM SELLER'S ACCEPTANCE SHALL CONCLUSIVELY BE CONSIDERED APPROVAL.

This agreement, when signed by Buyer and Seller, is made an integral part of the above referenced Purchase Agreement.

Seller Bernardine Silva

Buyer _____

Seller _____

Buyer _____

Date 5/10/2010

Date _____



MOLD ADVISORY

Property Address:

170 W Cliff # 37

Santa Cruz

95060

It has been discovered that toxic and non-toxic mold may exist in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Not all molds are detectable by a visual inspection by a Realtor® or even a professional building inspector. It is also possible that the property could have a hidden mold problem of which the seller is not aware.

The only way to provide any reasonable assurance that the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. These tests may consist of an interior and exterior examination for airborne spores and a carpet test, and other procedures that may be deemed necessary. Any visible mold should be professionally evaluated.

Keller Williams Realty advises that every buyer consider having a specific mold test performed by an environmental professional. This is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the property since most mold thrives on moisture.

All inspections, including those to detect mold, are to be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of a buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of the Broker.

Broker has not and cannot verify whether or not there is any health hazard at the property.

Seller: Bernadine Silva

Date: 05/10/2010

Seller: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____



MEDIATION DISCLOSURE

WHAT IS MEDIATION? Mediation is a process used to resolve disputes. In mediation the parties to a dispute are assisted by a neutral third party called a mediator. The mediator is not empowered to impose a settlement on the parties; rather, the mediator facilitates discussions and negotiations with a goal toward reaching settlement.

HOW IS MEDIATION DIFFERENT FROM OTHER PROCESSES? Disputes can be resolved in many ways. Initially, the parties often try to negotiate a settlement. This can be done face to face or through representatives such as a real estate agent or attorney. On the other end of the spectrum parties can resolve their differences through self help. In between lay various options such as mediation, arbitration and litigation.

Litigation is an adversarial process in which parties look to a third person (judge or jury) to impose on them a binding decision. The litigation process is analogous to a contest in which a third person selects a winner and a loser. Arbitration resembles negotiation in that the parties present evidence to a third person who then decides their dispute. Arbitrations, however, are not held in the formal surroundings or under the normal rules of a court. Finally, the parties can approach a mediator to help them fashion a resolution. The mediator's role is to enable the parties to work with one another to achieve a common goal – a mutually acceptable agreement.

HOW DOES MEDIATION WORK? One of the benefits of mediation is that it does not have to follow any particular formal or structural format. Typically though, mediation will begin with the mediator introducing him/herself to the parties, confirming that any documents, such as a confidentiality agreement, have been signed and explaining the initial manner in which the mediation will be conducted. The parties are then each given a chance to express to the other how they view the dispute. Some mediators will then separate the parties and meet with each individually. Other mediators do not separate the parties unless a particular underlying or unexpressed feeling or issue needs to be dealt with in confidence.

The mediator looks for areas of agreement, identifies issues, proposes ideas and questions assumptions and positions but does not tell the parties how to resolve their dispute. Flexibility allows the mediator to tailor the process to suit the needs of the parties. If agreement is reached, the mediator often assists the parties in reducing the agreement to writing.

WHO AND HOW MUCH? Any neutral person the parties trust can mediate a dispute. This person can be a member of a panel of mediation service, a rabbi or a priest, or anyone else who does not have an interest in the outcome. California law does not require licensing or certification for mediators. However, many professional mediators have attended training programs, have had relevant dispute resolution experience and belong to professional organizations.

The cost of mediation can vary depending on the mediator selected and the location and time allotted for the mediation. Mediation fees can be as little as a few hundred dollars divided equally between the parties (or perhaps nothing at all for those who cannot afford it) to an initial filing fee of several hundred dollars plus an hourly fee for the mediator. Mediators can be located by looking in the local telephone directory under Mediation or Arbitration, contacting agencies such as the California Department of Consumer Affairs, or organizations such as a local bar association, or asking your lawyer.

Seller Bernardo Silva Date 05/10/2010 Seller _____ Date _____

Buyer _____ Date _____ Buyer _____ Date _____



ARBITRATION DISCLOSURE

WHAT IS ARBITRATION? Arbitration is simply the name used to describe a particular method for resolving disputes between two or more parties. Just as problems may be solved through negotiation or, in extreme cases, litigation, so, too, may problems be resolved by the use of arbitration. As a matter of fact, generally speaking, arbitration may be used to resolve any type of dispute unless restricted by the arbitration agreement itself.

In an arbitration, a neutral person who is otherwise uninvolved in the dispute (the arbitrator) listens to the parties express their points of view and then renders the decision (called an award) based upon the presentation of the evidence.

The process, in some respects, is similar to what takes place in a court of law. For instance, any party to an arbitration may be represented by an attorney. However, unlike a court process, formal rules of evidence and procedure are not required and the dispute will not be decided by an active judge or jury. Nevertheless, the award issued by the arbitrator is binding upon the participants and can be enforced as if it were rendered in a court.

WHAT ARE SOME ADVANTAGES OF ARBITRATION? When disputes are resolved through arbitration, use of the judicial system is avoided. In many counties throughout the state the courts are backlogged with an overabundance of lawsuits. Progress of a court case comes slowly, the formal rules are cumbersome, and a trial may not take place for many months or even many years. The delays inherent in litigation create an emotional and financial hardship on almost all parties.

An arbitration, on the other hand, will almost always be resolved sooner than a court action. The entire process from start to finish is often completed in a few months. Furthermore, because of the advantages of speed and informality, attorney fees and costs are usually lower than in litigation. Arbitrations are also private. Thus, the testimony and any sensitive information will take place behind doors that are not open to the public. Additionally, individual arbitrators can be selected with an expertise in the particular field of dispute. This helps to ensure that the decision will be made by a knowledgeable and informed person. Lastly, arbitration awards are final, binding, and legally enforceable.

WHAT ARE SOME OTHER FACTORS TO CONSIDER? There is only a limited right to appeal an arbitration award; the parties must pay for the services of an arbitrator and, if a party does not comply with an award, the prevailing party may be required to go to court to enforce the award.

WHAT ISSUES CAN BE RESOLVED BY ARBITRATION? Arbitration may be used to decide virtually any type of claim, including actions or breach of contract, misrepresentation and fraud. Certain types of claims are excluded by statute from arbitration under a real estate listing or sales agreement. Examples include bodily injury, wrongful death, foreclosure, marital dissolution, and probate or eviction proceedings. Other limitations may appear in the clause itself. As a remedy, the arbitrator has the authority to award money damages, both actual and punitive, as well as specific performance.

WHAT SHOULD I DO? Think carefully about your decision concerning arbitration. It is important. Read the arbitration clause entirely before deciding whether to sign it. If you want more information ask your REALTOR® for the extensive Arbitration Question and Answer Memorandum prepared by the C.A.R. or consult your attorney.
REMEMBER, THE CHOICE IS YOURS.

Seller Bernardine Silva

Date 05/10/2010

Seller _____

Date _____

Buyer _____

Date _____

Buyer _____

Date _____



CURRENT "AS-IS" CONDITION ADDENDUM

Addendum to Residential Purchase Agreement dated _____ for the property
located at 170 W Cliff # 37 Santa Cruz 95060

Buyer is aware that Seller is selling and Buyer is purchasing the property in its
CURRENT "AS IS" CONDITION WITHOUT REPRESENTATIONS OR
WARRANTIES OF ANY KIND OR NATURE, AND WITHOUT SELLER
OBLIGATION TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS.

Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer
has been given a reasonable opportunity to inspect and investigate the property and all
improvements thereon, either independently or through agents of Buyer's choosing, and
that in purchasing the property Buyer is not relying on the Buyer's agent, the seller, or its
agents, as to the condition or safety of the property and/or any electrical, plumbing,
heating, sewer, roof, air conditioning, if any foundations, geological hazard, soils and
geology. Size of lot or improvement, or suitability of the property and/or its
improvements for particular purpose (i.e.: habitation, building, health and safety
regulations), or that any appliances, if any, plumbing and/or utilities are in working order,
and/or that improvements are structurally sound and/or in compliance with any city,
county, state and/or Federal statutes, codes or ordinances. Additionally, it is agreed any
repairs or work required by Buyers Lender, including the requirement for a Section 1
Termite Clearance is to be the sole responsibility of the Buyer.

The closing of this transaction shall constitute as acknowledgement by the Buyer(s) that
the PREMISES ARE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY
OF ANY KIND OR NATURE AND IN THEIR CURRENT "AS IS" CONDITION
BASED WHOLELY ON BUYER'S INSPECTION.

Bernadine Silva 05/10/2010
Seller Date

Buyer Date

Seller Date

Buyer Date

Listing Agent Date

Selling Agent Date