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PRDS® "AS-IS" ADDENDUM
Revision Date 10/05 Print Date 10/05



This **"AS-IS"** Addendum is entered into between _____ ("**Buyer**")
and those Sellers ("**Seller**") who are parties to that Real Estate Purchase Contract ("**Contract**"), dated _____,
relating to 3230 Williams Road, San Jose, CA 95117 ("**Property**").

1. In further consideration of the price and terms of sale of the Property, it is agreed that **Buyer is purchasing the Property in its present (i.e., as of time of Acceptance of the Contract), "AS-IS" condition, and without warranty from Seller.**
2. This **"AS-IS"** Addendum supersedes and renders without force or effect:
 - (a) any provision in the Contract that would have otherwise made Seller responsible for inspections, certifications or work relating to structural pest control issues affecting the Property, and
 - (b) any provision (e.g., "maintenance clause") under which Seller would have specifically warranted that certain designated components, systems, appliances and/or other enumerated features of the Property shall be operative, in working order, or free from damage or defect at Close of Escrow.

(NOTE: The "AS-IS" nature of this addendum does require, however, that the Property and all its components, appliances and systems, including landscaping, be delivered at Close of Escrow in no less than the same general condition as at time of Acceptance, unless otherwise agreed in writing. Accordingly, Seller is advised to consider obtaining a "Seller's Coverage" home warranty to cover various aspects of the Property during pre-Close of Escrow time frames.)

3. Seller acknowledges the obligation of furnishing to Buyer all reasonably available reports and other information (of which Seller is reasonably aware) bearing on value and desirability of the Property *and*, unless the transaction is exempt, of furnishing to Buyer a completed Transfer Disclosure Statement ("**TDS**") and a completed PRDS Supplemental Seller Checklist. This means that even personal representatives of decedents' estates, as well as other TDS-exempt sellers, have a common law obligation to disclose information (of which they are aware) negatively bearing on value and desirability of the Property.
4. Buyer retains full rights to secure (and acknowledges the importance of and takes responsibility for securing) full and comprehensive inspections of the Property by competent contractors, inspectors and other qualified professionals, and shall retain all contingency rights (including property condition contingency rights) provided for in the Contract.
5. Seller shall comply with smoke detector, water heater and all other government-mandated "point-of-sale" seller requirements. Seller shall remove all personal property and debris from the Property prior to Close of Escrow, unless otherwise agreed in writing.
6. Buyer and Seller agree and affirm that there are NO EXCEPTIONS made to this **"AS-IS"** Addendum or, if checked here ☐, EXCEPTIONS AS FOLLOWS:

Date: _____ Date: 2/14/13
Buyer: _____ Seller: Nicholas Mang
Buyer: _____ Seller: Marigo trust



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**PRDS® DISCLOSURE REGARDING REAL ESTATE
AGENCY RELATIONSHIPS (Page 1 of 2)**
(As required by the Civil Code)
Revision Date 9/04



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

FORM NEEDS TO BE COMPLETED AND PROVIDED AS FOLLOWS:

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

SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

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

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

BUYER'S AGENT

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

To the Buyer:

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that 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 associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

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

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

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

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

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

This disclosure form includes the provisions of Section 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse side hereof. Read it carefully. If the transaction involves one-to-four dwelling residential property(s), including a mobile home, this Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year.

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

☐ BUYER ☒ **SELLER** Nadine Marigo Date 2/14/13 Time _____ ☐ AM ☐ PM

☐ BUYER ☐ SELLER _____ Date _____ Time _____ ☐ AM ☐ PM

AGENT Claremont Properties by [Signature] Date 2-29-13 Time _____ ☐ AM ☐ PM
(Associate Licensee or Broker-Signature)

BUYER'S AGENT _____ by _____ Date _____ Time _____ ☐ AM ☐ PM
(before presenting offer) (Associate Licensee or Broker-Signature)

SELLER Marigo trust Date _____ Time _____ ☐ AM ☐ PM
(before presentation of offer)

SELLER _____ Date _____ Time _____ ☐ AM ☐ PM
(before presentation of offer)



**PRDS® ADVISORY REGARDING MARKET CONDITIONS,
MULTIPLE AND NON-CONTINGENT OFFERS,
FINANCING/APPRaisal AND PROPERTY CONDITION**

Revision Date 5/06

Print Date 5/06



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.

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.

Date: _____ Date: 2/14/13
Buyer: _____ Seller: Nadine Marigo
Marigo trust
Buyer: _____ Seller: _____



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PRDS® LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGMENT

Revision Date 1/11



This Disclosure applies to the Real Estate ☐ Purchase ☐ Lease/Rental Contract ("Contract") for _____

3230 Williams Road

City of San Jose County of Santa Clara, California ("Property").

LEAD WARNING STATEMENT

PURCHASE AND SALE: 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 intelligence 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 hazards is recommended prior to purchase.

LEASE: 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 a federally approved pamphlet on lead poisoning prevention.

1. SELLER/LESSOR DISCLOSURE

- Seller/Lessor has *no knowledge* of lead-based paint and/or lead-based paint hazards at the Property *other than as follows*: _____ (use additional sheet, if necessary)
- Seller/Lessor has *no reports or records* pertaining to lead-based paint and/or lead-based paint hazards at the Property that have been received by Buyer/Lessee or are provided as an attachment (please list reports), other than as follows: _____ (use additional sheet, if necessary)
- Buyer/Lessee has received, or is receiving as an attachment hereto, the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent booklet approved for Federal and State use.
- Sales Transactions Only: Buyer shall have ten days from Acceptance (unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: 2/14/13

Seller/Lessor: Nadine Marigo

(SIGNATURE)

Marigo trust

(PRINTED NAME)

Date: _____ Seller/Lessor: _____

(SIGNATURE)

(PRINTED NAME)

2. ACKNOWLEDGMENT BY AGENT FOR SELLER/LESSOR

Agent has informed Seller/Lessor of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of said Agent's duty 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.

Date: 1-29-13 Seller's/Lessor's Agent: J Medved

(SIGNATURE)

Print Name: Jane Medved Company Name: Claremont Properties

3. BUYER/LESSEE ACKNOWLEDGMENT

- I (we) have received the "Lead Warning Statement" above.
- I (we) have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for Federal and State use.
- Sales Transactions Only: Buyer acknowledges a right (exercisable within ten days of Acceptance, unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: _____ Buyer/Lessee: _____

(SIGNATURE)

(PRINTED NAME)

Date: _____ Buyer/Lessee: _____

(SIGNATURE)

(PRINTED NAME)

4. ACKNOWLEDGMENT BY AGENT FOR BUYER/LESSEE

Agent has informed Seller/Lessor (through Seller's/Lessor's Agent, if the Property is listed), of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of the duty of Agent for Buyer/Lessee 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.

Date: _____ Buyer's/Lessee's Agent: _____

(SIGNATURE)

Print Name: _____ Company Name: _____



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**CERTIFICATION OF COMPLIANCE WITH WATER HEATER, SMOKE DETECTOR
AND CARBON MONOXIDE DEVICE REQUIREMENTS**



Property: 3230 Williams Road, San Jose, CA 95117

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: 2/14/13

Seller/Owner: Nadine Marigo
Marigo trust

Seller/Owner: _____

SMOKE DETECTOR 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 detector(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 detectors and carbon monoxide devices.

Date: 2/14/13

Seller/Owner: Nadine Marigo
Marigo trust

Seller/Owner: _____

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

Date: _____

Buyer/Tenant: _____

Buyer/Tenant: _____



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PRDS®
REAL ESTATE TRANSFER DISCLOSURE ("TDS")

(Page 1 of 3 - Revised 11/11)



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Jose, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS 3230 Williams Road. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (DATE) January 29th 2013. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS:

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

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

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☒ Additional inspection reports or disclosures: Chimney, pest and property inspections
JCE report, title report

II. SELLER'S INFORMATION:

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

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

Seller ☒ is ☐ is not occupying the property.

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

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Burglar Alarms | <input checked="" type="checkbox"/> Carbon Monoxide Device(s)* | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> T.V. 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"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input checked="" type="checkbox"/> Sprinklers | <input checked="" type="checkbox"/> Public Sewer Systems |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Patio/Decking | <input type="checkbox"/> Built-in Barbeque | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | | |
| <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover* | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Security Gate(s) | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)* | <input checked="" type="checkbox"/> Number of Remote Controls <u>1</u> |
| <input checked="" type="checkbox"/> Garage: <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| <input type="checkbox"/> Pool/Spa Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Water Heater: <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | |
| <input checked="" type="checkbox"/> Water Supply: <input checked="" type="checkbox"/> City | <input type="checkbox"/> Well | <input type="checkbox"/> Private Utility or Other |
| <input checked="" type="checkbox"/> Gas Supply: <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Bottled | <input type="checkbox"/> Water-Conserving Plumbing Fixtures |
| <input checked="" type="checkbox"/> Window Screens | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* | |

[*See related note, page 2]

Exhaust Fan(s) in kitchen, bathroom 220 Volt Wiring in kitchen Fireplace(s) in Living room
 Gas Starter _____ Roof(s): Type composition Age: 5 (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): Microwave

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

Seller's Initials (W) (_____)

Buyer's Initials (_____) (_____)

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Page 2 of 3):

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: Ceiling cracks in living room. Crack in exterior walls vertical/cosmetic; vertical isometric. Settling foundation: cracks in driveway, back fence perpendicular.

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

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

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

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

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

D. Seller Certification:

1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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 Marigo trust

Date _____

Seller

Date _____

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

Seller's Initials () ()

Buyer's Initials () ()

III. AGENT'S INSPECTION DISCLOSURE:

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

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

- ☐ Agent notes no items for disclosure.
☒ Agent notes the following items:

bathroom window off the back in guest bath driveway has cracks, hardwood shows some scratches and wear, subject property is in good condition with original finishes. Buyers are advised to order any additional inspections that feel necessary.

Agent (Broker Representing Seller) Claremont Properties
(Please Print)

By J Medved Date 2.19.12
(Associate Licensee or Broker Signature)
Janae Medved

IV. AGENT'S INSPECTION DISCLOSURE:

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

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

- ☐ Agent notes no items for disclosure.
☐ Agent notes the following items:

Agent (Broker obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

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

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

Seller Nadine Maritz Date 2/14/13 Buyer _____ Date _____
Marigo trust

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Claremont Properties By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.



www.prdsforms.com

PRDS® SUPPLEMENTAL SELLER'S CHECKLIST



Property: 3230 Williams Road, San Jose, CA 95117

Date: 2-16-13

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

⚠ CAUTION TO SELLER: Seller must understand the importance and significance of Seller's disclosure obligations. Seller needs to take the time to carefully and fully complete all questions in this Checklist, including, but not limited to, providing a detailed explanation for all questions responded to with "yes." If Seller needs help in completing Seller's disclosure obligations, including what to disclose and how to disclose it, Seller should consult with Seller's own real estate attorney. Brokers cannot determine the legal sufficiency of any disclosure. In completing this Checklist, Seller should consider the following:

- Seller must disclose anything that is known to Seller that materially affects the value or desirability of the Property;
- It is always prudent for Seller to disclose and explain rather than remain silent;
- Seller can reduce the risk of subsequent disputes, claims, and litigation by making full disclosure to Buyer;
- Prior to completing this Checklist, Seller should review all existing documents in Seller's possession, including, but not limited to, past and current reports, inspections, disclosures, repair estimates, and invoices. Seller should provide these documents to Buyer with this Checklist;
- Seller should disclose all past and current problems, even those that have undergone repair, and should describe repairs that have been made;
- If Seller does not know the answer to any question, then Seller is "not aware" of that issue and should answer "No."

⚠ CAUTION TO BUYER: Buyer is responsible for conducting Buyer's own investigations into any and all issues which impact the value and desirability of the Property, whether or not the issue is referenced in any advertisement or discussed in the Seller's or Broker's disclosure documents or by any advisories received by Buyer. Buyer must bear in mind that a property may suffer defects or deficiencies of which neither Seller nor Broker is aware. Buyer should also recognize that not all issues can be objectively determined, and some issues can have varying impacts on different people, since some people may be more sensitive than others. Buyer is urged to do all of the following:

- Carefully read the information contained in this Checklist, along with any advisories, disclosures, inspections, and/or reports Buyer receives from any source;
- Conduct additional/further investigations and inspections regarding any issues that concern Buyer which are raised by this Checklist and/or by any advisories, disclosures, inspections, and/or reports received by Buyer from any source;
- Thoroughly and thoughtfully inspect and evaluate the Property and, in doing so, meet Buyer's obligation to protect Buyer, including those facts which are known to or within the diligent attention and observation of the Buyer;
- Engage qualified professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies as part of Buyer's evaluation of the Property, preferably during Buyer's property condition contingency, if any;
- Recognize that this Checklist does not include questions regarding every conceivable issue. If Buyer has any concerns, questions, or special needs that are not discussed in this Checklist, then Buyer should prepare Buyer's own written questions and request that Seller provide written responses to those questions prior to removal of Buyer's property condition contingencies, if any.

The information provided in this Checklist is from the Seller and not the Broker or individual real estate licensees. Unless specified in writing, the real estate licensees involved in the transaction have not verified, and will not verify, any of the information provided by Seller. Although licensed to list, sell, and lease real estate, Broker may not have expertise on the information in this Checklist.

SELLER SHALL RESPOND TO EACH AND EVERY ONE OF THE FOLLOWING QUESTIONS:

If Seller is aware of any negative condition or circumstance, **whether past or present, and whether or not previously repaired**, relating to any item that Seller has identified, Seller shall explain the underlying facts in detail in the space provided. (If necessary, use additional pages.)

1. GENERAL PROPERTY INFORMATION:

- A. Approximate lot size: 9,375
- B. Approximate house square footage: 1,894
- C. Approximate year house was built: 1954
- D. Number of years you have owned the Property: 34

Source: County Record

Source: "

Source: "

Lived at Property: 35 16

ATTENTION: See PRDS San Mateo/Santa Clara Counties Advisory Regarding Building Permits/Non-Permitted Construction.

2. ALTERATIONS, ADDITIONS AND REPAIRS:

A. **DURING YOUR OWNERSHIP:** List below all alterations, additions and repairs made and designate the permit status for each item if applicable. **Provide copies of permits and other Seller documentation in your possession related to each item (List on attached PRDS Transmittal of Documents or equivalent form).** [UNK = UNKNOWN]

Description:	Date:	Permit Issued	Permit Final	Other Documentation
<u>Kitchen Remodeled</u>	<u>1991</u>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
<u>Roof</u>	<u>6/07</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
<u>Pink Bathroom</u>	<u>1/00</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
<u>Green Bathroom</u>	<u>12/04</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

Seller's Initials (M) (2)

Buyer's Initials () ()

Date: _____

B. **PRIOR TO YOUR OWNERSHIP:** List below all alterations, additions and repairs made and designate the permit status for each item if applicable. **Provide copies of permits and other Seller documentation in your possession related to each item (List on attached PRDS Transmittal of Documents or equivalent form).** [UNK = UNKNOWN]

Description:	Date:	Permit Issued	Permit Finaled	Other Documentation
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

C. PRIOR REPORTS, INSPECTIONS AND DISCLOSURES:

Identify and provide all prior written reports, inspections and disclosures (e.g., Transfer Disclosure Statement, supplemental disclosures) received by you at the time of your purchase and during your ownership relating to the Property.

Are you aware of any **oral/verbal** inspections/reports regarding the Property and/or the neighborhood that would adversely affect its desirability or value? If Yes, describe: No

3. CRACKS, SETTLEMENT, MOVEMENT, SLIPPAGE or INSTABILITY:

A. Are you aware of past or present (including previously repaired) **CRACKS** in any of the following? ☒ foundation

- ☐ foundation jacks/pier supports/shims ☐ steps ☐ stairs ☐ basement ☐ crawl space ☐ retaining walls
☐ boundary walls ☐ chimney ☐ doorways ☐ interior walls ☐ exterior walls ☒ ceilings ☐ walkways
☐ sidewalks ☒ driveway ☒ patio ☐ floors ☐ slabs ☐ beams ☐ OTHER: _____
☐ **Seller is not aware of any of the above.**

B. Are you aware of past or present (including previously repaired) **SETTLEMENT, MOVEMENT, SLIPPAGE or INSTABILITY** in any of the following? ☐ foundation ☐ foundation jacks/pier supports/shims ☐ steps ☐ stairs

- ☐ basement ☐ crawl space ☐ retaining walls ☐ boundary walls ☐ chimney ☐ doorways ☐ interior walls
☐ exterior walls ☐ ceilings ☐ walkways ☐ sidewalks ☐ driveway ☐ patio ☐ floors ☐ slabs ☐ beams
☐ OTHER: _____ ☒ Seller is not aware of any of the above

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

4. SOILS:

A. To your knowledge, does there exist, or are you aware of, any history of the following?

	Your Property	Adjacent Properties
1. Landfill (of any material), grading, cut/fill, compaction	YES <input type="checkbox"/>	YES <input type="checkbox"/>
2. Other soils work: _____	YES <input type="checkbox"/>	YES <input type="checkbox"/>

B. ☒ Seller is not aware of any of the above.

For each box checked, identify its location and provide a separate and detailed explanation. Provide all documentation.

C. Are you aware of any past or present problems and/or other issues relating to any of the items checked in 4A and/or any of the following?

1. Seasonal expansion or contraction of clay or other types of soils	YES <input type="checkbox"/>	YES <input type="checkbox"/>
2. Landfill (of any material), grading, cut/fill, compaction	YES <input type="checkbox"/>	YES <input type="checkbox"/>
3. Settlement	YES <input type="checkbox"/>	YES <input type="checkbox"/>
4. Slippage/sliding, ground movement	YES <input type="checkbox"/>	YES <input type="checkbox"/>
5. Erosion	YES <input type="checkbox"/>	YES <input type="checkbox"/>
6. Other soils conditions or work:	YES <input type="checkbox"/>	YES <input type="checkbox"/>

D. ☒ Seller is not aware of any of the above.

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

Seller's Initials () ()

Property: 3230 Williams Road, San Jose, CA 95117 Date:

5. SURFACE/SUB-SURFACE WATER/MOISTURE CONTROL:

A. To your knowledge, does there exist, or are you aware of any history of, any of the following?

	Your Property	Adjacent Properties
1. Standing/ponding water.....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
2. Flooding	YES <input type="checkbox"/>	YES <input type="checkbox"/>
3. Surface or subsurface streams, creeks, springs, aquifer.....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
4. High water table	YES <input type="checkbox"/>	YES <input type="checkbox"/>
5. Water intrusion/persistent dampness	YES <input type="checkbox"/>	YES <input type="checkbox"/>
6. Drainage system, sub-drain/French drain/curtain drain.....	YES <input type="checkbox"/>	YES <input type="checkbox"/>
7. Sump pump(s)	YES <input type="checkbox"/>	YES <input type="checkbox"/>
8. Sub-area/basement fan(s)	YES <input type="checkbox"/>	YES <input type="checkbox"/>
9. Dry well(s)	YES <input type="checkbox"/>	YES <input type="checkbox"/>
10. Water run-off (to or from your property)	YES <input type="checkbox"/>	YES <input type="checkbox"/>
11. Other water issues	YES <input type="checkbox"/>	YES <input type="checkbox"/>

B. ☒ Seller is not aware of any of the above.

C. Are you aware of any past or present problems/issues relating to any items checked in 5A?..... YES ☐ NO ☐

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

6. INTERIOR ELEMENTS: To your knowledge, does there exist, or are you aware of any history of, the following?

- A. Squeaking, sloping or out-of-level floors YES ☒ NO ☐
- B. Stains, scratches, discoloration, warping, cupping, chipping, cracking, sponginess, water damage or other defects (including those covered by rugs or furnishings) relating to wood, tile, linoleum or any other flooring surface? YES ☒ NO ☐
- C. Carpets that are damaged or defective (e.g., stains, spots, tears or odors)? YES ☐ NO ☒
- D. Windows/doors that leak, stick or bind, are out of plumb, fail to latch, open/close with relative ease, or that otherwise fail to operate properly (continuously or seasonally)? YES ☒ NO ☐
- E. Windows/doors that are drafty and/or emit noise caused by wind? YES ☒ NO ☐
- F. Glass in any window, skylight, door (including shower door), or other feature or component of the Property that is not "safety glass"? YES ☒ NO ☐
- G. Glass in any window, skylight, door (including shower door), or other feature or component of the Property that is cracked, chipped or broken? YES ☐ NO ☒
- H. Seal failure or other defect in any multi-pane, thermo-pane windows or skylights? YES ☐ NO ☒
- I. Shutters (interior), blinds and/or other window coverings that are damaged or defective (e.g., stains, spots, tears, odors, and/or malfunctions)? YES ☒ NO ☐

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

A - some squeak, back bedroom slight slope B - normal discoloration on wood floors D - family room window condensation on window, pink bathroom window off runner E - family room window slatting F - living room middle window I - green bathroom blind, fan.

7. HEATING SYSTEM:

A. Describe the type of heating system in the Property. (If there are multiple systems, account for each.)

- B. Have you ever used any supplemental heating devices (e.g., space heaters)?..... YES ☐ NO ☒
- C. Are you aware of any problems with or repairs to any aspect of the heating system? YES ☐ NO ☒
- D. Are any bedrooms or other major rooms not directly served by the heating system? YES ☒ NO ☐
- E. What is the approximate age of the heating system? Years: 25
- F. When was the heating system last serviced and by whom? Date: 11/09 By Anderson Radiant Heating

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

Both bedrooms do not get heat from the heating system

8. AIR CONDITIONING ("A/C"): ☒ Not Applicable (Property does not have A/C.)

A. Describe the type of A/C in the Property. (If there are multiple systems/zones, account for each.)

B. Are you aware of any problems with or repairs to any aspect the A/C?..... YES ☐ NO ☐

Seller's Initials (M) ()

Buyer's Initials () ()

Property: 3230 Williams Road, San Jose, CA 95117 Date: _____

- C. Are any bedrooms or other major rooms not directly served by A/C?..... YES ☐ NO ☐
D. What is the approximate age of existing A/C system(s)? Years: _____
E. When was each A/C system(s) last serviced and by whom? Date: _____ By _____

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

9. **ROOFS/GUTTERS/SIDING:** Are you aware of any history of:

- A. Leaks in, from, or through the
1. Roof of any structure at the Property? YES ☐ NO ☒
2. Decks or balconies that are roof surfaces? YES ☐ NO ☒
3. Siding, windows, skylights, gutters, downspouts, eaves or awnings?..... YES ☐ NO ☒
B. Blockages in gutters and/or downspouts? YES ☐ NO ☒
C. Repair, restoration, replacement (full or partial) on the
1. Roof of any structure at the Property? YES ☐ NO ☒
2. Decks or balconies that are roof surfaces? YES ☐ NO ☒
3. Siding, windows, skylights, gutters, downspouts, eaves or awnings?..... YES ☐ NO ☒
D. ☒ Seller is not aware of any of the above.

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

10. **ELECTRICAL SYSTEMS, FIXTURES AND APPLIANCES:** To your knowledge, does there exist, or are you aware of any history of any of, the following:

- A. Failure and/or repair of any electrical fixtures, devices or appliances? YES ☐ NO ☒
B. Dimming and/or flickering of lights? YES ☐ NO ☒
C. Blown fuses and/or tripped circuit breakers? YES ☒ NO ☐
D. Electrical repair, installation or other electrical work performed by you or by any other person, licensed or unlicensed, with or without a permit?..... YES ☐ NO ☒
E. Photovoltaic/solar electrical generation? ☐ Owned ☐ Leased ☐ Financed YES ☐ NO ☒

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

When washing machine on and a light plugged in to light location to on well attached to garage, trips a breaker

11. **TELEVISION/PHONE/ELECTRONICS:**

- A. Your phone service is provided by: ☒ Land line ☐ Cellular ☐ Satellite ☐ Internet (e.g., VOIP)
☐ Other _____ ☐ None
1. Are you aware of any problems with wireless or other phone reception at the Property? YES ☐ NO ☒
2. Your service provider(s): ATT, MCI
****Note: Not all areas are serviced by cell phone service providers.
B. Is the Property equipped with an integrated phone systems (e.g., intercom, security systems, gates, or other functions)? YES ☐ NO ☒
C. Your television reception is provided by: ☒ Cable ☐ Satellite Dish ☐ Antenna ☐ Internet
☐ Other _____ ☐ None
1. Have you ever experienced any ongoing or recurring problems with your reception? YES ☐ NO ☒
2. Your service provider(s): Comcast
D. Your internet service used at the Property is provided by: ☒ Cable ☐ Satellite Dish ☐ Public WiFi
☐ Other _____ ☐ None used at Property
1. Have you ever experienced any ongoing or recurring problems with your connectivity? YES ☐ NO ☒
2. Your service provider(s): ATT
E. Is the Property wired for an integrated multimedia system? YES ☐ NO ☒
1. Have you ever had problems with the installed wiring? YES ☐ NO ☐
F. Existing security systems, services and/or devices:
1. Is the Property equipped with an alarm system? YES ☐ NO ☒
☐ Leased ☐ Owned ☐ Auditory ☐ "Central Station"
2. Is the Property equipped with a video surveillance system?..... YES ☐ NO ☒
3. Is the Property equipped with automatic security lighting system?..... YES ☐ NO ☒

Seller's Initials (mw) (_____)

Buyer's Initials (_____) (_____)

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4. Is the Property equipped with electronically activated gates? YES ☐ NO ☒
5. Have you ever had problems with the any of the above? YES ☐ NO ☒

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

12. WATER SUPPLY/PLUMBING SYSTEMS (INCLUDING WATER, NATURAL GAS, AND PROPANE):

- A. Are you aware of any past or present plumbing (including water, natural gas and propane problem)?..... YES ☐ NO ☒
B. Has any repair, installation or work relating to water, natural gas or propane systems been undertaken at the Property?..... YES ☐ NO ☒
C. To your knowledge, have any plumbed appliances (e.g., refrigerator ice maker/water dispenser, instant hot water) or other plumbing-related systems ever failed to operate properly? YES ☐ NO ☒
D. Are you aware of any past or present water pipe leakage or flooding in the interior of the Property?..... YES ☒ NO ☐
E. Have you ever experienced:
1. High or low water pressure problems at the Property? YES ☐ NO ☒
2. Any problem with water supply, purity, quality or taste? YES ☐ NO ☒
3. Excessive delays in drawing hot water to any faucet? YES ☐ NO ☒
4. Any rust, sediment or discoloration in your water? YES ☒ NO ☐
5. Any sinks, tubs and/or showers that drain slowly? YES ☐ NO ☒
F. Does the property have an operating:
1. Water softener? ☐ Owned ☐ Leased ☐ None YES ☐ NO ☒
2. Purification system? ☐ Owned ☐ Leased ☐ None YES ☐ NO ☒
3. Hot water circulating system? Instant Hot YES ☒ NO ☐
G. Is your water supply fluoridated? YES ☐ NO ☒

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

1. Leak over kitchen sink, leak in wall between family room & bathroom
2. 47 Pink between tub & sink water runs rusty then clears

13. WELL/PRIVATE WATER SYSTEM: ☒ Not Applicable ☐ If Applicable attach PRDS Well/Private Water System Checklist

14. SEWER SYSTEM: ☐ Not Applicable

- A. Have you had your waste or sewer lines snaked or rooted within the last 5 years? YES ☐ NO ☒
If yes: How many times? _____ When? _____ Service provider? _____
B. Are you aware of any past or present blockage, backup, overflow or other failure of the sewer system? (This includes toilets, tubs, kitchen and bathroom sinks, etc.) YES ☒ NO ☐
C. Are you aware of any current government-imposed inspection, repair or upgrade requirement (e.g., sewer lateral tests) applicable to the Property? YES ☐ NO ☒
D. To your knowledge, is the Property equipped with any booster or other pump system related to the sewer system? YES ☐ NO ☒
E. Have you ever been notified or advised that your sewer line is offset, displaced, collapsing or in need of repair or replacement? YES ☐ NO ☒

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

Green bathroom shower sometimes backs up when washing machine running

15. SEPTIC SYSTEM: ☒ Not Applicable

"Septic System" as used herein includes the septic tank, leach lines, drain fields, and all related components.

- A. If you are aware of the material (e.g., concrete, redwood, etc.) of which the septic tank is constructed, describe: _____
B. Within the last five years, with what frequency has the septic tank been pumped? _____
When was it last pumped? _____ By whom? _____
C. Are you aware of any past or present blockage, backup, overflow or other failure of the Septic System? YES ☐ NO ☐
If yes, explain where, when, and frequency. _____
D. To your knowledge, is the Property equipped with any booster or other pump system related to the septic system? YES ☐ NO ☐
E. Are you aware of any previous repairs, replacements, relocations or expansions of the Septic System? YES ☐ NO ☐

Property: 3230 Williams Road, San Jose, CA 95117 Date: _____

- F. Have you ever been notified or advised that any part of your Septic System is in need of replacement or repair for present usage? YES ☐ NO ☒
- G. Have you been informed by any advisory, notification, inspection report or other source that:
1. The current Septic System may preclude or limit expansion of living space at the Property? YES ☐ NO ☒
 2. Soils conditions may preclude or limit expansion of the Septic System? YES ☐ NO ☒
- H. Are you aware of any present or contemplated governmental plans, measure, or requirements that:
1. May require hook-up or conversion to a public sewer system? YES ☐ NO ☒
 2. May require that the septic system be inspected, replaced or upgraded? YES ☐ NO ☒

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

16. LANDSCAPING/IRRIGATION:

- A. Does the Property have:
1. A sprinkler system? ☐ Manual ☒ Automatic ☐ None
 2. A drip system? ☐ Manual ☒ Automatic ☐ None
 3. Exterior landscape lighting? YES ☐ NO ☒
 4. A pond, waterfall, or other decorative water-related feature? YES ☐ NO ☒
 5. A play structure? If yes, describe below the anchoring mechanism YES ☐ NO ☒
- B. Are you aware of any existing defects, deficiencies or malfunctions in any of the above? YES ☒ NO ☐
- C. Are you aware of any repairs, modifications, or replacement to any of the above? YES ☐ NO ☒
- D. Does any sprinkler direct (or has it directed) water onto any siding, window or other surface of the structure? YES ☐ NO ☒
- E. Are you aware of any diseases or infestations affecting trees or other plantings at or near the Property? YES ☐ NO ☒
If yes, describe below, including any treatment.
- F. Identify below the gardening service provider, cost, and frequency of service: _____

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

Lawn sprinklers don't all work; drip system does not work throughout the front or back

17. SWIMMING POOL/SPA: ☒ Not Applicable

- A. Does the pool have a heating system? ☐ Gas ☐ Electric ☐ Solar ☐ Other _____ ☐ None
- B. Does the spa have a heating system? ☐ Gas ☐ Electric ☐ Solar ☐ Other _____ ☐ None
- C. When was the pool heater last utilized? _____ When was the spa heater last utilized? _____
- D. Identify the pool/spa service provider, cost, frequency, and date last serviced. _____

- E. Are you aware of past or present defects, deficiencies, or malfunctions regarding: ☐ the pool and/or spa or related equipment ☐ pool and/or spa surfaces ☐ decking or coping ☐ pool and/or spa alarms ☐ lighting, ladders, slides or diving boards ☐ pool and/or spa covers or enclosures ☐ water leakage from the pool/spa
- F. Any repairs having been performed on the pool, spa, or related equipment? YES ☐ NO ☐

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

18. ANIMALS: Are you aware of:

- A. The current or prior presence at the Property or in the neighborhood of: ☐ cattle ☐ horses ☐ mountain lions/bobcats
☐ feral or other cats ☐ coyotes/wolves/dogs ☐ bears ☐ raccoons/opossum/skunks ☐ gophers/moles ☐ bats
☐ squirrels/other rodents ☐ turkeys/chickens/ducks ☐ crows/pigeons/hawks ☐ snakes ☐ frogs
☐ ants/spiders/other insects ☐ noise or odor-generating birds/other animals
☐ other _____

For each box checked in Paragraph 18, provide detailed explanation.

- B. Pets or other animals at the Property? YES ☐ NO ☒
If yes, indicate the type or breed, number, and when they were present at the Property.

- C. Animal urine, feces, or spray coming in contact with any walls, flooring, carpets/pads or other interior surfaces? YES ☐ NO ☒

Seller's Initials (M)(V) (____) (____)

Buyer's Initials (____) (____)

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- D. Staining, spotting, discoloration, warping or any other damage to any walls, flooring, carpets/pads or other interior surfaces relating to animal urine, feces, or spray? YES ☐ NO ☒
- E. Animal-related odors at the Property at any time of the year (e.g., during warm temperatures)? YES ☐ NO ☒
- F. Ticks, fleas or other pet-related insect problems at the Property? YES ☐ NO ☒
- G. Any treatment or process employed to eradicate pet-related odors, stains, or other problems? YES ☐ NO ☒
- H. Animals/pets buried on the property? YES ☒ NO ☐

If "yes" is entered as to any of the above or as otherwise applicable, describe (1) the issue and location, (2) repairs or replacements made, (3) who did the work and when, and (4) whether the issue has recurred. Provide all documentation.

Two cats - one for left corner, one behind shed

19. NEIGHBORHOOD CONDITIONS:

- A. **NOISE:** Is noise related to any of the following noticeable at the Property? ☒ vehicular traffic ☐ railroad, train, light rail, BART, or other rail traffic ☐ schools or parks ☐ aircraft (Note: a city mandated disclosure(s) may be required) ☐ construction activity ☐ business, recreational, commercial or institutional facilities (e.g., daycare, religious, residential care) ☐ entertainment complexes, amphitheaters or other venues ☐ music, shouting, parties, sporting or other events ☐ events, gatherings or traditions (e.g., parades, block parties, holiday decorations, sporting events) ☐ neighbors ☐ dogs, cats, birds or other animals ☐ power lines, transformers, other electrical power equipment ☐ air conditioner, other appliances, generators, or pool equipment ☐ adjacent properties, common walls, floors, common areas (e.g., condominiums, PUD, etc.) ☐ Other _____ ☒ None

- B. **OTHER NEIGHBORHOOD CONDITIONS:** Are you aware of any of the following, whether past or present, on or near the Property:

1. Issues related to: ☐ in-home businesses ☐ local businesses ☐ schools ☐ religious facilities ☐ entertainment or sporting venues ☐ traffic congestion ☐ excess speed ☐ hampered driveway ingress or egress ☐ limited or congested on-street parking ☐ periodic or seasonal limited parking or traffic congestion ☐ loitering ☐ Other _____ ☒ None
2. Is the Property situated on or near a bus route? YES ☒ NO ☐
3. Any ongoing, planned or proposed construction at, on, or within any neighboring property or public facility or right of way? YES ☐ NO ☒
4. Odors in the neighborhood that have been noticeable at the Property? YES ☐ NO ☒
5. Neighborhood litter or debris that reflects on or otherwise affects the Property? YES ☐ NO ☒
6. Burglaries, assaults or other crimes in the neighborhood? YES ☐ NO ☒
7. Property or neighborhood conditions or circumstances beyond those referred to above that might reasonably affect the value or desirability of the Property? YES ☐ NO ☒
8. Any complaints to police or other governmental authorities regarding any neighborhood condition?.. YES ☐ NO ☒

If yes, explain in detail and provide all documents: Bus stop ^{stop} corner of Eden + Williams

20. ENVIRONMENTAL ISSUES: Are you aware of any of the following, whether past or present, on or near the Property?

- A. Asbestos (e.g., in sprayed ceiling materials, furnace ducting, etc.)? YES ☐ NO ☒
- B. Mold, fungus or spores? YES ☐ NO ☒
- C. Environmental inspections or tests? YES ☐ NO ☒
- D. Odors, whether persistent, recurrent, occasional or seasonal? YES ☐ NO ☒
- E. The manufacture, storage, disposal, release, use or sale of illegal controlled substances, and/or any chemicals or substances used in the manufacture or preparation thereof? YES ☐ NO ☒
- F. Above-ground or underground storage tank for the purpose of storing of heating oil, gasoline/diesel or any other fluid? YES ☐ NO ☒
- G. The disposal, leakage or spills of motor oil, heating oil, solvents or other hazardous chemicals or substances from storage tanks or other sources? YES ☐ NO ☒
- H. The removal of any storage tank? YES ☐ NO ☒

For each box checked in Paragraph 20, describe the circumstances and the present status and details of any remediation or cleanup, including the date and any public agency involvement; and provide all permits and documentation.

21. GOVERNMENTAL ISSUES: Are you aware of any of the following, whether past or present, on or applicable to the Property?

- A. The existence or pendency of any applicable rent control ordinance? YES ☐ NO ☒
- B. Bonds, fees or assessments, current or proposed, that do not appear on the Property Tax bill? YES ☐ NO ☒
- C. Restrictions on use of the Property other than those imposed by zoning laws or CC&Rs? YES ☐ NO ☒

Seller's Initials (W) (_____)

Buyer's Initials (_____) (_____)

Property: 3230 Williams Road, San Jose, CA 95117 Date: _____

- D. Existing or contemplated building or other moratoria (e.g., single story overlays) that would apply to the Property? YES ☐ NO ☒
- E. Notice or investigation of violation initiated by any governmental authority currently pending or contemplated? YES ☐ NO ☒
- F. The existence or pendency of any stop work order, order to abate or notice of code or other violation or dangerous condition? YES ☐ NO ☒
- G. Government-imposed requirement or order that brush, trees, grass or other vegetation at the Property be cleared or that flammable materials be removed? YES ☐ NO ☒
- H. Government-mandated tree (or other landscaping) planting, removal, replacement, or cutting restrictions? YES ☒ NO ☐
- I. Ongoing or contemplated eminent domain, condemnation or annexation process or proceedings? ... YES ☐ NO ☒
- J. Current or contemplated construction, reconfiguration, conversion or closure of any nearby schools? ... YES ☐ NO ☒
- K. Current or contemplated construction, reconfiguration or closure of nearby roadways, traffic signals or signs? YES ☐ NO ☒
- L. Current or contemplated construction, reconfiguration or closure of nearby parks/recreational facilities? YES ☐ NO ☒
- M. Is the Property situated in an unincorporated area of the County? YES ☐ NO ☒

If yes is entered as to any of the above, explain in detail and provide all documents: Front trees need to be trimmed back to bicycle lane + garbage removal

22. TITLE/OWNERSHIP/LITIGATION:

- A. Are you aware of:
- Any use of the Property or a portion of the Property by a non-owner (e.g., as a pathway, driveway, landscaping, etc.)? YES ☐ NO ☒
 - Any claim by a non-owner as to an ownership interest or right to possess or use the Property or.. any part of the Property (e.g., license, prescriptive easement)? YES ☐ NO ☒
 - Current or contemplated legal proceedings (e.g., probate, trust, guardianship, quiet title, specific performance)? YES ☐ NO ☒
 - Perimeter fences, walls or other constructed or natural borders relating to the Property that may be situated off the true Property line? YES ☐ NO ☒
 - Encroachment from a neighboring property onto the subject Property or from the subject Property onto a neighboring property (e.g., fences, walls, structures or other improvements)? YES ☐ NO ☒
 - Any lease or rental agreement that is, or is claimed to be, currently in effect? YES ☐ NO ☒
- B. Is access to the Property a shared driveway or private road? YES ☐ NO ☒
- If yes, indicate whether there are any agreements relating to use, ownership or maintenance. (If written, provide copy or if oral, describe below.)
 - Have there been any disputes, disagreements or failures to perform? YES ☐ NO ☒
- C. Do you have or intend to utilize a power of attorney in conjunction with the sale of the Property? YES ☐ NO ☒

If yes is entered as to any of the above, explain in detail and provide all documents: _____

23. HOMEOWNER'S INSURANCE COVERAGE AND CLAIMS HISTORY:

- A. Within the past five years have there been any insurance claims made by you or anyone else relating to the Property? If yes, identify the following as to each claim (use additional pages, if necessary): YES ☐ NO ☒
- Name of Claimant _____ Insurance Company _____
- Policy Number _____ Approximate Date of Claim _____
- Nature of the claim, and how resolved, if known _____
- B. Within the past five years has any insurance company refused to issue or renew any policy of insurance relating to the Property? If yes, please indicate the following (use additional pages, if necessary): YES ☐ NO ☒
- Approximate date of such refusal _____ Insurance Company _____
- The basis of the refusal, if known _____
- C. Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance? YES ☐ NO ☒

If yes is entered as to any of the above, explain in detail and provide all documents: _____

24. GENERAL: Are you aware of:

- A. Any of the following having been filled in, removed, abandoned or not in use at the Property? ☐ pool/spa ☐ pond ☐ septic tank/pit ☐ leach line/field ☐ oil, gas or water tank ☐ well ☐ related equipment ☒ None
- B. Any fire, interior or exterior (including chimney flue fire), having ever occurred at the Property? YES ☐ NO ☒

Seller's Initials () ()

Buyer's Initials () ()

Property: 3230 Williams Road, San Jose, CA 95117 Date: _____

- C. Any appliances or any electrical, plumbing or other systems (e.g., heating/A/C, etc.) or any areas of the Property that have not been used within the past twelve months? YES ☐ NO ☒
- D. Any exterior locks without keys? If yes, identify below YES ☐ NO ☒
- E. A notice of default recorded against the Property? YES ☐ NO ☒
- F. Whether the Property is presently subject or soon to be made subject to the jurisdiction of the federal bankruptcy court? YES ☐ NO ☒
- G. The Property being designated as "historic"? YES ☐ NO ☒
- H. Any death, natural or otherwise, having occurred anywhere on the Property within the past three years? YES ☐ NO ☒

If yes is entered as to any of the above, explain in detail and provide all documents: _____

25. ADDITIONAL INFORMATION NOT OTHERWISE DISCLOSED ABOVE (Use additional sheet, if necessary):

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

Date 2/14/13 Seller Marigo trust Seller Nadine Mang
(print name)

Date _____ Seller _____ Seller _____
(print name)

Buyer hereby acknowledges receipt of a copy of this document:

Date _____ Buyer _____ Buyer _____
(print name)

Date _____ Buyer _____ Buyer _____
(print name)