



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

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

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

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

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

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

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

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

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Carrie Kronberg Date 12/26/2019
County of Sonoma, Community Development

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Reliance Realty Pros DRE Lic. # 01450908

By Jennifer McGrath Real Estate Broker (Firm) DRE Lic. # 01450908 Date 12/26/2019

646B4123678347B... (Salesperson or Broker-Associate, if any) Jennifer McGrath

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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County of Sonoma



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

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

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

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

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

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

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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County of Sonoma



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

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	<u>Diane Aqui</u>	Date	_____
Seller	DocuSigned by:	Date	_____
	<u>Carrie Kronberg</u>		
Buyer	<u>County of Sonoma, Community Development</u>	Date	<u>12/26/2019</u>
Buyer	3A711D241B6D4E1...	Date	_____
Buyer's Brokerage Firm	<u>Reliance Realty Pros</u>	DRE Lic #	<u>01450908</u>
By	<u>Jennifer McGrath</u>	DRE Lic #	<u>01450908</u>
	<u>Jennifer McGrath</u>	Date	<u>12/26/2019</u>
Seller's Brokerage Firm	<u>RE/MAX Marketplace</u>	DRE Lic #	<u>02032560</u>
By	<u>Laura deRutte</u>	DRE Lic #	<u>01103122</u>
		Date	_____

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

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County of Sonoma



CALIFORNIA
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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: 866 Sonoma Avenue, Santa Rosa, CA 95404 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire-Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Carrie Kronberg County of Sonoma, Community Development Commission Date 12/26/2019

3A711D241B6D4E1...

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Diane Aqui Date _____

Seller/Landlord _____ Date _____

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WFA REVISED 12/17 (PAGE 1 OF 1)

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

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County of Sonoma





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RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RIPA, Revised 12/18)

Date Prepared: December 26, 2019

1. OFFER:

- A. **THIS IS AN OFFER FROM** County of Sonoma, Community Development Commission ("Buyer").
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, ☒ Other _____
- B. **THE REAL PROPERTY** to be acquired is 866 Sonoma Avenue, situated in
Santa Rosa (City), Sonoma (County), California, 95404 (Zip Code), Assessor's Parcel No. 009-211-002 ("Property").
- C. **THE PURCHASE PRICE** offered is One Million, One Hundred Thousand
 Dollars \$ 1,100,000.00.
- D. **CLOSE OF ESCROW** shall occur on ☐ _____ (date) (or ☒ 45 Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:
- Seller's Brokerage Firm** RE/MAX Marketplace License Number 02032560
 Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent Laura deRutte License Number 01103122
 Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
- Buyer's Brokerage Firm** Reliance Realty Pros License Number 01450908
 Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent Jennifer McGrath License Number 01450908
 Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Potential Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **INITIAL DEPOSIT:** Deposit shall be in the amount of \$ 10,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or Within 5 business days of acceptance);

- OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
 Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . \$ 20,000.00
 within Days After Acceptance (or upon removal of all contingencies).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or TBD) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) **FIRST LOAN:** in the amount of \$ _____

This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (2) ☐ **SECOND LOAN** in the amount of \$ _____

This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials (ck) (_____)

Seller's Initials (_____) (_____)

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RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 1 OF 12)

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 Jennifer McGrath

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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County of Sonoma



Property Address: **866 Sonoma Avenue, Santa Rosa, CA 95404**Date: **December 26, 2019****E. ADDITIONAL FINANCING TERMS:**

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 1,070,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 1,100,000.00

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or TBD) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or 21) Days** After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within **3 (or ____)** Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within **21 (or ____)** Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☒ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

(6) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal council regarding the ability of an existing lender to call the loan due, and the consequences thereof.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

- | | |
|---|---|
| A. ADDENDA: | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input type="checkbox"/> Other _____ |
| B. BUYER AND SELLER ADVISORIES: | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> Other _____ |

6. OTHER TERMS: 1. Offer subject to approval by Commission's Board of Commissioners, in its sole discretion, by or before 1/15/20.

2. Buyer's signature on attached seller disclosures is an acknowledgement of receipt only.

3. Buyer acknowledges that seller agreed to \$2500 for concrete removal and graveling of property. Seller to discontinue concrete removal until buyer decides if removal is necessary.

Buyer's Initials (ck) (_____)

Seller's Initials (_____) (_____)

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RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 2 OF 12)

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County of Sonoma



Property Address: **866 Sonoma Avenue, Santa Rosa, CA 95404**Date: **December 26, 2019****7. ALLOCATION OF COSTS**

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by **JCP**

(2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

(3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

(2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

(ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) Buyer shall be provided, within the time specified in paragraph 19A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) ☐ Buyer ☐ Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance, if required by Law.

(4) ☐ Buyer ☐ Seller shall pay for installation of drain cover and anti-entrapment device or system for any pool or spa meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission.

C. ESCROW AND TITLE:

(1) (a) ☒ Buyer ☐ Seller shall pay escrow fee _____

(b) Escrow Holder shall be **Fidelity National Title**

(c) The Parties shall, within **5 (or _____) Days** After receipt, sign and return Escrow Holder's general provisions.

(2) (a) ☒ Buyer ☐ Seller shall pay for **owner's** title insurance policy specified in paragraph 18E _____

(b) Owner's title policy to be issued by **Fidelity National Title**

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

(1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____

(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee _____

(3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____

(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.

(5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.

(6) Buyer to pay for any HOA certification fee.

(7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____

(8) ☐ Buyer ☐ Seller shall pay for _____

(9) ☐ Buyer ☐ Seller shall pay for _____

(10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ _____, of a ☐ standard ☐ upgraded one-year home warranty plan, issued by _____, with the following

optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: _____

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8B, C or D.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers and security systems/alarms.

(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller, except (i) _____ and (ii) the items and systems identified pursuant to 8B(4).

(4) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 19A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 19B and C.

(5) Except as otherwise specified or disclosed, all items included shall be transferred free and clear of liens and encumbrances and without Seller warranty regardless of value.

Buyer's Initials (ck) (_____)

Seller's Initials (_____) (_____)

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(6) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 19.

(7) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.

(8) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: _____

D. OTHER ITEMS: Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.

9. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

10. CLOSING AND POSSESSION:

A. Buyer intends (or ☒ does not intend) to occupy any unit in the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) ☐ at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at ☐ AM/ ☐ PM on _____.

C. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. Tenant occupied units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

E. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. LEAD-BASED PAINT HAZARD DISCLOSURES:

(1) Seller shall, within the time specified in paragraph 19, deliver to Buyer, if required by Law, Federal Lead-Based Paint Disclosures and pamphlet ("Lead Disclosures"). If the Lead Disclosures are delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent. (Lead Disclosures sent by mail must be sent certified mail or better.)

(2) Buyer shall, within the time specified in paragraph 19, return a Signed Copy of the Lead Disclosure to Seller.

B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 19, Seller shall, if required by Law: (i) deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) **SELLER HAS: 7 (or _____) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or _____) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law;

(ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall

Buyer's Initials (CK) (_____)

Seller's Initials (_____) (_____)

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itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

- G. WATER CONSERVING PLUMBING DEVICES:** Section 1101.5 of the Civil Code, requires that by January 1, 2019, all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. form WCMD for further information
- H. ELEVATED ELEMENTS:** If the Property is part of a building with 3 or more dwelling units, Health and Safety Code Section 17973(m) requires that an inspection of any exterior elevated elements (such as, but not limited to, balconies, decks, stairways and walkways) be completed by January 1, 2025 and every 6 years thereafter. Seller shall, within the time specified in paragraph 19, provide to Buyer (1) a copy of the inspection and accompanying report and, if any corrective work is required, proof that corrective work has been completed in accordance with code and permit requirements, or (2) a statement (i) that no such inspection has been made, or (ii) if made, that no corrective work has been completed in accordance with the Health and Safety Code.

12. RESIDENTIAL 1-4 PROPERTIES:

- A.** Seller shall, within the time specified in paragraph 19A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- B.** Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- C. Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- D.** Within the time specified in paragraph 19A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, within the time specified in paragraph 19A, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ) (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with a Exempt Seller Disclosure (C.A.R. Form ESD).
- E.** Buyer shall, within the time specified in paragraph 19B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- F.** In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- G.** If any disclosure or notice specified in paragraph 12A, or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: Within the time specified in paragraph 19, Seller shall disclose, make available or Deliver, as applicable, to Buyer the following information.

- A. RENTAL/SERVICE AGREEMENTS:** Seller shall make available to Buyer for inspection and review: (i) all current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. INCOME AND EXPENSE STATEMENTS:** Seller shall make available to Buyer the books and records for the Property, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
- C. ☐ TENANT ESTOPPEL CERTIFICATES:** (If checked) Seller shall Deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller shall, at no cost to Buyer, Deliver to Buyer Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf or in Seller's possession.
- E. PERMITS:** If in Seller's possession, Seller shall Deliver to Buyer Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- F. STRUCTURAL MODIFICATIONS:** Seller shall disclose to Buyer in writing any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- G. SELLER REPRESENTATION:** Seller represents that Seller has no actual knowledge: (i) of any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property or the right to use and occupy it; (ii) of any unsatisfied mechanic's or materialman lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy. If Seller receives any such notice prior to Close Of Escrow, Seller shall immediately notify Buyer.

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

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Property Address: **866 Sonoma Avenue, Santa Rosa, CA 95404**Date: **December 26, 2019****H. GOVERNMENTAL COMPLIANCE:**

(1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.

(2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.

14. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

15. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. (1) At least **7 (or _____) Days** Prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Changes.

(2) Within **5 (or _____) Days** After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

16. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 19A; (i) DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, (ii) disclose the number of units on the Property which have been legally approved, if known by Seller and (iii) make any and all other disclosures required by Law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnity and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

18. TITLE AND VESTING:

A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

Buyer's Initials (ck) (_____)

Seller's Initials (_____) (_____)



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- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. **SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(4), 11A, B, C, F, and G, 12A and D, 13, 16A, and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS: 17 (or 21) Days** After Acceptance, unless otherwise agreed in writing, to:
- complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(4) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and
 - Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
- (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has **5 (or ____) Days** After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).
- C. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to the Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B4; (vi) Return Statutory and Lead Disclosures as required by paragraph 11A(2) and 12E; or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 30B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 28. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ____) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.
- E. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ____) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- G. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's

Buyer's Initials (ck) (_____)

Seller's Initials (_____) (_____)



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notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

- 20. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 21. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 22. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 23. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ____) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 16; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 24. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 25. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 26. COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 27. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against

Buyer's Initials (CK) (_____)

Seller's Initials (_____) (_____)

RIPA REVISED 12/18 (PAGE 8 OF 12)

RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 8 OF 12)

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County of Sonoma

Property Address: **866 Sonoma Avenue, Santa Rosa, CA 95404**Date: **December 26, 2019**

any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

28. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

29. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 9, 11C, 18, 19G, 24, 27A, 28, 29, 35, 38, 39, 40, 41 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 27A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in the Agreement.
- B. A Copy of this Agreement** including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 27A and paragraph D of the section titled Real Estate Brokers on page 11.** Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 27A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt,** Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days** After mutual execution of the amendment.

30. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**
- B. LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 19G, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

31. DISPUTE RESOLUTION:

- A. MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 31C.**

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 9 OF 12)

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County of Sonoma

Property Address: **866 Sonoma Avenue, Santa Rosa, CA 95404**Date: **December 26, 2019****B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 31C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
 - (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
 - (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
- 32. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 33. MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 34. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 31A.
- 35. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOA).
- 36. EQUAL HOUSING OBLIGATION:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 37. TERMS AND CONDITIONS OF OFFER:**
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 38. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 39. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (____)(____)

Seller's Initials (____)(____)

RIPA REVISED 12/18 (PAGE 10 OF 12)

RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 10 OF 12)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

County of Sonoma

Property Address: **866 Sonoma Avenue, Santa Rosa, CA 95404**Date: **December 26, 2019**

- B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. **"Close Of Escrow" or "COE"** means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. **"Deliver", "Delivered" or "Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
40. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by **Jennifer McGrath**, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by 3 ☐ AM/ ☒ PM, on **December 27, 2019** (date)).

☒ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 12/26/2019 BUYER *Carrie Kronberg*
 (Print name) **County of Sonoma, Community Development Commission**
 Date _____ BUYER _____
 (Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

41. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** _____.

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____
 (Print name) **Diane Aquil**
 Date _____ SELLER _____
 (Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM/ ☐ PM.
 (Initials) **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**



REAL ESTATE BROKERS:**A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.****B. Agency relationships are confirmed as stated in paragraph 2.****C.** If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**D. COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.**E. PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Reliance Realty Pros DRE Lic. # 01450908
 By Jennifer McGrath DRE Lic. # 01450908 Date 12/26/2019
 By 646B4123678347B... DRE Lic. # _____ Date _____
 Address 1390 North McDowell Blvd, Ste G #307 City Petaluma State CA Zip 94954
 Telephone 707.396.7066 Fax 707-581-1869 E-mail jennifer@msreteam.com
 Seller's Brokerage Firm RE/MAX Marketplace DRE Lic. # 02032560
 By Laura deRutte DRE Lic. # 01103122 Date _____
 By _____ DRE Lic. # _____ Date _____
 Address 8220 Old Redwood Hwy City Cotati State CA Zip 94931
 Telephone (707)200-4727 Fax (707)781-4927 E-mail lderutte@comcast.net

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 29 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials

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Buyer's Initials (CK) (_____)

Seller's Initials (_____) (_____)

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 525 South Virgil Avenue, Los Angeles, California 90020

RIPA REVISED 12/18 (PAGE 12 OF 12)**RESIDENTIAL INCOME PROPERTY PURCHASE AGREEMENT (RIPA PAGE 12 OF 12)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

County of Sonoma





CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **866 Sonoma Avenue, Santa Rosa, CA 95404**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

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

A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.

F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).

G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.

J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.

K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Carrie Kronberg 12/26/2019
County of Sonoma, Community Development

Buyer _____

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA
ASSOCIATION
OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/19)

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

This is a disclosure to one or more of the following: Purchase Agreement, Buyer Representation Agreement, or Other Agreement, specified below in which County of Sonoma, Community Development Commission is identified as "Buyer". If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. A. ☐ TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled (Name of trust): _____

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

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

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

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

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

Buyer:

By _____ Date: _____

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

(Print Representative Name) Carrie Kronberg Title: Assistant Executive Director

DocuSigned by:

By Carrie Kronberg Date: 12/26/2019

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

(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt By Other Party:

AT TIME OF SALE

Buyer and Diane Aqui ("Seller") are parties to a Purchase Agreement dated 12/26/2019 for property known as 866 Sonoma Avenue, Santa Rosa, CA 95404.

Seller _____ Date _____

Diane Aqui

Seller _____ Date _____



AT TIME OF BUYER REPRESENTATION AGREEMENT

Buyer and Reliance Realty Pros ("Buyer's Broker") are parties to a Buyer Representation Agreement dated 12/24/2019.

Real Estate Broker Reliance Realty Pros

By Jennifer McGrath Date 12/26/2019
646B4123678347B...
Jennifer McGrath

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RCSD-B REVISED 6/19 (PAGE 2 OF 2)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-B PAGE 2 OF 2)

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County of Sonoma



866 Sonoma Avenue

Santa Rosa, CA 95404



Laura deRutte

ldeRutte@comcast.net

01103122

(707) 479-5085

RE/MAX Marketplace

RE/MAX Marketplace

(707) 479-5085

Instructions

Please submit offers via [Disclosures.io](https://disclosures.io)

How To Submit an Offer Video

1. Offers due {Date} at {Time}
2. Include: Standard CA Purchase Contract, proof of funds, pre-approval letter (if applicable) and evidence of down payment.
3. Include the Buyer's signed coversheet of the Disclosure Package.
4. Sellers request 24 hours for review of all offers.

Escrow information

- Company:
- Address:
- Officer:
- Email:
- Phone:
- Escrow Number:

Documents

1.	866 Sonoma Offer memorandum	12 pages
2.	pest 2016	11 pages
3.	Pest 2 2016	6 pages
4.	TDS-SPQ Units A,C,D	21 pages
5.	Estimate for removal of cement	1 page
6.	Aug 10, 2019 to Sep 10, 2019 Income & Expense	1 page

Signatures

BUYER

DocuSigned by:
Carrie Kronberg
3A711D241B6D4E1...

DATE

Acknowledgement of Receipt
12/26/2019

BUYER

DATE

AGENT

DocuSigned by:
Jennifer McGrath
646B4123678347B...

DATE

12/26/2019

AGENT

DATE

12/26/2019

DocuSigned by:

Carrie Kronberg

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RE/MAX MARKETPLACE

INCOME PROPERTY FOR SALE

Rare Santa Rosa Craftsman Home with Additional Rental Cottages



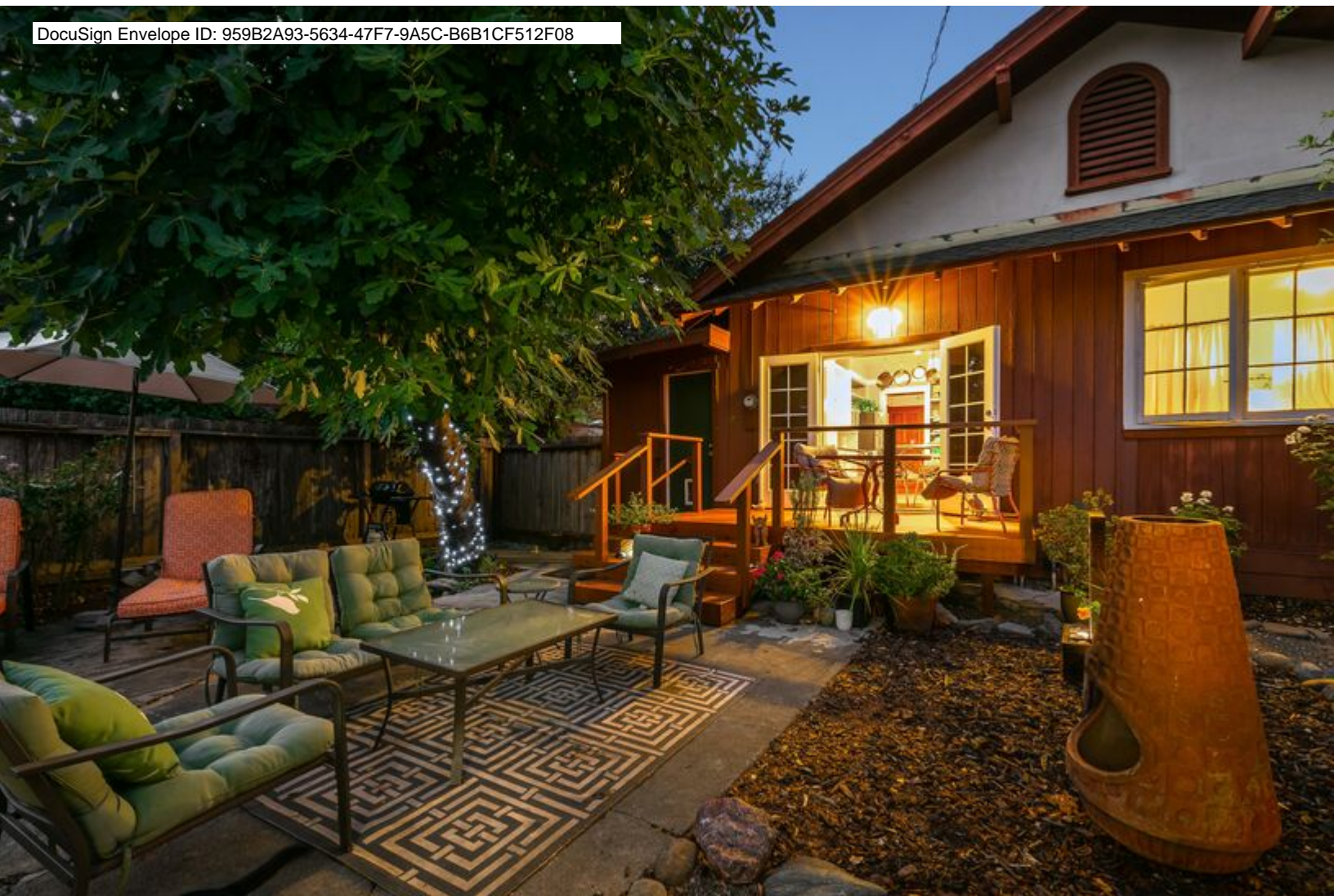
866 Sonoma Avenue, Santa Rosa, CA 95404

866SONOMA.COM

Building Type:
3 Units

Year Built: 1915
Building Size: 3,134 Sq Ft
Lot Size: 18,295 Sq Ft
Tax ID: 009-211-002-000
Projected CAP Rate: 5%

OFFERED AT
\$1,150,000



RE/MAX MARKETPLACE IS PROUD TO PRESENT

866 Sonoma Avenue, Santa Rosa, CA 95404

This 1915 Craftsman home with 2 rental cottages and large detached garage with bonus room is a rare find. The .42 acre parcel is zoned Medium density residential. Main home is 2-bed 1-bath with large front porch, formal living and dining room with beautiful wood accents and built-ins. There is a very special glass ceiling orchard room. New central heating. New windows in bedrooms, kitchen & bathroom. Walk out to the enclosed yard with newer deck. The kitchen has newer flooring, stove & dishwasher. Separate laundry room is off the kitchen. The 2 cottages are well maintained and have washer / dryer hookups and garages. There is ample room for parking & possibility for additional units.

PROPERTY

MAIN HOME



PROPERTY

COTTAGES

PICTURES PULLED FROM PRIOR LISTING



Cottage Composition

Unit	Bedrooms	Bathrooms
Cottage C	2	1
Cottage D	2	1

PROPERTY

COTTAGE C

PICTURES PULLED FROM PRIOR LISTING



PROPERTY

COTTAGE D

PICTURES PULLED FROM PRIOR LISTING



FINANCIALS

INCOME AND EXPENSE PROPERTY REPORT

Brokers Reconstructed		Multiple Residential Unit		Annual Property Stat.	
Improvements	Fourplex	Number Of Units	3	Price	\$ 1,150,000
Location	866 Sonoma Ave	Gross Multiplier	18.52	Down	\$ 1,150,000
City	Santa Rosa, CA 95404	Proj. R.M	15.48	New Loans	\$ -
State		Cap Rate	4%	Equity	n/a
Terms		Proj. Cap Rate	5%	\$/Ft	\$ 367

Proposed Financing

Loans	Balance	Payment	#/Yr	Annual	Interest	Amortized Due	Comments
First	\$ -	-	x12	\$ -	-		
Second	\$ -	\$ -	x12	\$ -	-		
Total			x12	\$ -	-		

Expenses

Estimated Taxes	\$ 13,800.00
Insurance	\$ 1,650.00
Maintenance	
Misc	\$ 2,400.00
Water	\$ 1,920.00
PGE	
Total Expenses	\$ 19,770.00
Expense/Income	32%

Income Schedule

Unit	Type	Bed	Baths	Unit Rent	Mkt Rent
A	Home		2	1 \$ 2,200	\$ 2,400
B					
C	Cottage		2	1 \$ 1,500	\$ 1,895
D	Cottage		2	1 \$ 1,475	\$ 1,895
Income/Month				\$5,175	\$ 6,190
Income/Year				\$ 62,100	\$ 74,280

Site and Building Description

Lot Size	18,330
Building Size	3,134
Zone	TRI
Year	1915
Construction	
Stories	1
Tenant Pays	PG&E, Garbage
Roof	Composition
Personal Prop.	Some appliances

Assessments

Land	\$ 188,625.00
Bldg	\$ 552,592.00
Total	\$ 741,217.00
%Land	
%Bldg	
A.P.N.	009-211-002

Analysis Actual Market

Gross Rent	\$ 62,100	\$ 74,280
Vacancy Factor	\$ 1,863	\$ 2,228
Operating Income	\$ 60,237	\$ 72,052
Expenses	\$ 19,770	\$ 19,770
Net Income	\$ 40,467	\$ 52,282
Loan Payments	\$ -	\$ -
Pre-Tax Cash Flow	\$ 40,467	\$ 52,282
Annual Depreciation	\$ (19,167)	\$ (19,167)
Tax Loss	\$ 21,300	\$ 33,115
Possible Tax Savings	\$ (9,074)	\$ (14,107)
After-Tax Cash Flow	31,393	\$ 38,175
Max Tax Bracket (US+CA)	42.60%	42.60%
Rate of Return (Cash Flow Only)	2.7%	3%
Projected Annual Appreciation		
Rate of Return (Appreciation Only)	0.00%	0.00%
Total Rate of Return	2.7%	3%

Remarks

*All income and expenses are primarily based on a verbal representation from the owners. Listing agents have not verified information. Buyer is advised to thoroughly verify all income and expenses, including property taxes during escrow.

** Unit A is owner occupied at this time.

Acknowledgement of Receipt
12/26/2019

DocuSigned by:

Carrie Kronberg

3A711D241B6D4E1...

PROPERTY DETAIL



6	3,134	18,300	\$1,150,000
Beds	MLS Sq Ft	Lot Sq Ft	MLS List Price
1	1915	TRIPLEX	09/27/2019
Baths	Yr Built	Type	MLS List Date

Active Listing

Owner Information

Owner Name:	Aqui Diane	Tax Billing Zip:	95404
Owner Name 2:	Aqui Jordan	Tax Billing Zip+4:	6537
Tax Billing Address:	866 Sonoma Ave	Owner Occupied:	Yes
Tax Billing City & State:	Santa Rosa, CA		

Location Information

Census Tract:	1519.00	Zoning:	CITYSR
Carrier Route:	C003		

Tax Information

Tax ID:	009-211-002-000	% Improved:	75%
Tax Area:	004001		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$741,217	\$726,684	\$650,000
Assessed Value - Land	\$188,625	\$184,927	\$260,000
Assessed Value - Improved	\$552,592	\$541,757	\$390,000
YOY Assessed Change (\$)	\$14,533	\$76,684	
YOY Assessed Change (%)	2%	11.8%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$7,743		
2017	\$8,282	\$539	6.97%
2018	\$8,435	\$153	1.85%

Special Assessment	Tax Amount
Sf Bay Area Restoration	\$12.00
Ms-Sonoma Mosquito #1	\$36.00
Ws Dam-Russian River Pros	\$50.38
Santa Rosa Elem Bonds	\$57.58
Santa Rosa Elem Bonds 2002	\$86.36
So Co Junior College Bond	\$100.76
Santa Rosa High Bond 2002	\$107.96
Santa Rosa Storm Wtr Ent	\$125.44
Santa Rosa High Bond	\$136.74
Soco Jr College 2014 Bond	\$158.34
Santa Rosa Elem 2014 Bonds	\$165.52
Santa Rosa High 2014 Bond	\$201.52
Total Of Special Assessments	\$1,238.60

Acknowledgement of Receipt

12/26/2019

DocuSigned by:

Carrie Kronberg

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Characteristics

Approx Lot SqFt:	18,300	Garage Capacity:	MLS: 1
Lot Acres:	0.4201	Bedrooms:	6
Land Use - County:	3 Units-2+ Struct	Total Baths:	1

PROPERTY DETAIL

Building Sq Ft:	3,134	Full Baths:	3
Stories:	Tax: 1 MLS: 3	Total Rooms:	14
Style:	U-Shape	Fireplaces:	1
Year Built:	1915	Construction:	Wood Frame/Cb
Effective Year Built:	1950	Quality:	Average
Garage Type:	Detached Garage	Assessor's Building Quality:	6.0
Garage Sq Ft:	544	Land Use - Universal:	Triplex

Listing Information

MLS Listing Number:	21925427	MLS Orig. List Price:	\$1,150,000
MLS Status:	Active	MLS On Market Date:	09/27/2019
MLS Status Date:	09/27/2019	MLS Listing Agent:	B6839-Laura Derutte
MLS List Price:	\$1,150,000	MLS Listing Office:	RE/MAX MARKETPLACE

MLS Listing #	21609634
MLS Status	Sold
MLS On Market Date	05/03/2016
MLS Listing Price	\$985,000
MLS Original Price	\$985,000
MLS Selling Price	\$925,000

Last Market Sale & Sales History

Recording Date:	08/11/2016	Seller:	Broz James W
Sale Price:	\$925,000	Document Number:	68863
Owner Name:	Aqui Diane	Deed Type:	Grant Deed
Owner Name 2:	Aqui Jordan		

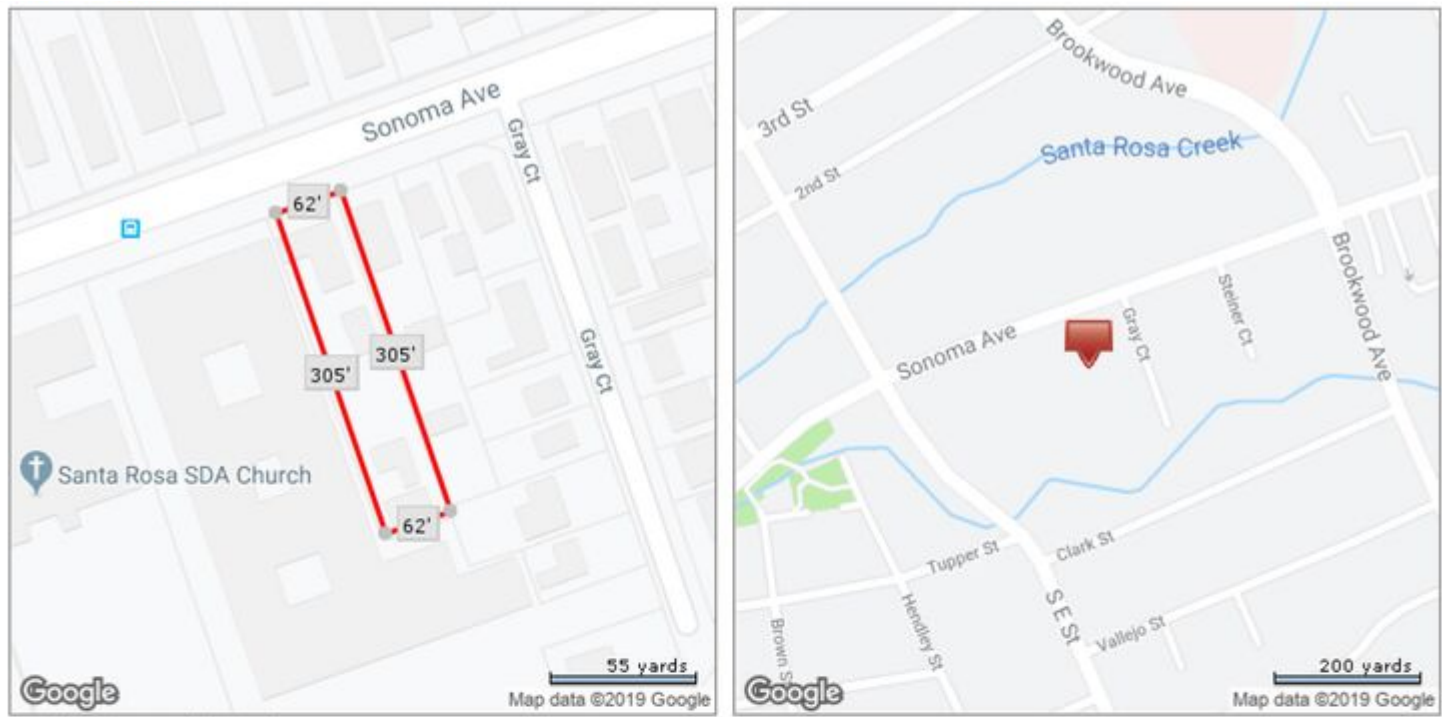
Recording Date	08/11/2016	02/08/2016	02/08/2016	07/01/2005	09/20/1996
Sale Price	\$925,000			\$819,000	
Nominal		Y	Y		Y
Buyer Name	Aqui Diane & Jordan	Broz James W	Broz J Lawrence	Broz Carmen M	Martin Richard A
Seller Name	Broz James W	Broz Carmen M	Broz Carmen M	Martin Trust	Martin Richard A
Document Number	68863	9083	9082	95304	84179
Document Type	Grant Deed	Quit Claim Deed	Affidavit	Grant Deed	Deed (Reg)

Recording Date	05/17/1984
Sale Price	
Nominal	
Buyer Name	
Seller Name	
Document Number	33031
Document Type	Grant Deed

Mortgage History

Mortgage Date	08/11/2016	07/01/2005
Mortgage Amt	\$675,000	\$510,000
Mortgage Lender	Banc Hm Lns	Aegis Wholesale Corp
Mortgage Type	Conventional	Conventional
Borrower Name	Aqui Diane	Broz Carmen M

PROPERTY DETAIL



COMMUNITY

ABOUT SANTA ROSA

Santa Rosa is the largest city in Sonoma County and houses more than one-third of the county’s population on almost 42 square miles. In 2016 U.S. News and World Reports declared Santa Rosa the 4th best place to live in California.

Located just 50 miles north of the Golden Gate Bridge and along the 101 Corridor, Santa Rosa is within minutes of some of Sonoma County’s most quintessential attractions. With a beautiful downtown, historic Railroad Square and vintage architecture, Santa Rosa offers the best of small town living with the conveniences of a large city. Santa Rosa is the gateway to some of the best Wine Country experiences in the world and is home to some of the most iconic wineries in California. Santa Rosa is home to almost as many restaurants as there are in all of Sonoma County combined. From local dives to world-class dining, foodies will never have to leave city limits. If you are a student of history, you will want to visit the Sonoma County Museum, Pacific Coast Air Museum, Indian Cultural Museum and the Charles M. Schulz Museum.

Santa Rosa offers seemingly endless outdoor fun and activities at Spring Lake Park, Howarth Park, Annadel State Park and Hood Mountain Regional Park. Many of these parks are dog friendly and offer extensive biking, hiking and walking trails of varying degrees of difficulty.

Population	173,165
Median Age	38
Median Household Income	\$62,705
Number of Employees	84,306
1 Year Growth	1.7%

Employment by Occupation (Most to Least)	Sales & Related Occupations (12%) Administrative (11.6%) Management (11.3%) Food Preparation, Serving & Related (7.2%) Education, Training & Library Occupations (5.9%)
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Laura DeRutte

REALTOR® AT RE/MAX MARKETPLACE

DRE#01103122



DIRECT: 707.479.5085

EMAIL: LDERUTTE@COMCAST.NET

LauradeRutte.com

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 866 (MAIN HOUSE)	Street SONOMA AVE.	City SANTA ROSA	Zip 95404	Date of Inspection 4-16-16	Number of Pages 11
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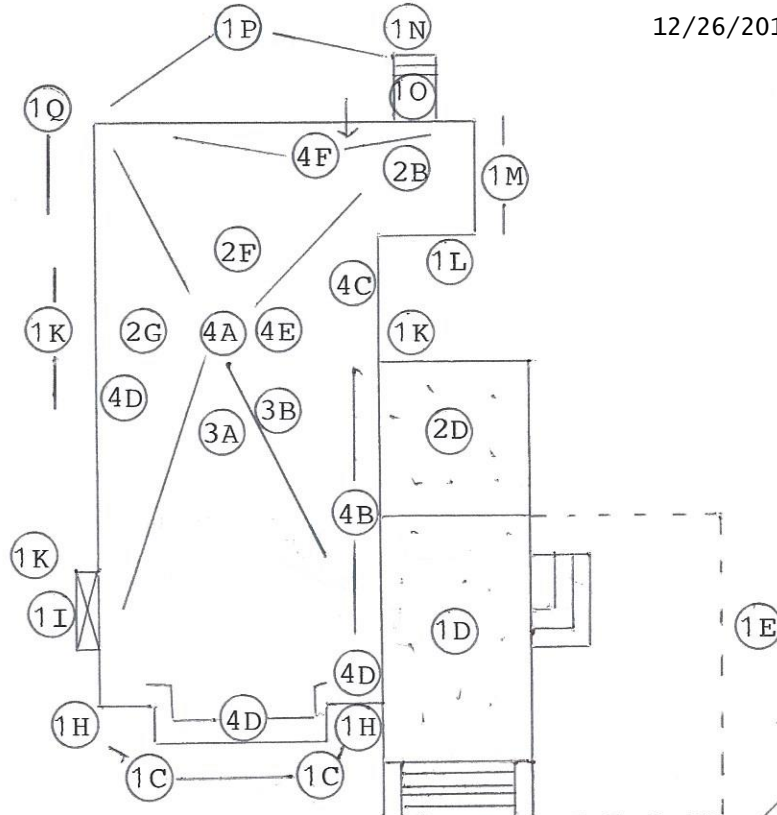
PAT'S AFFORDABLE
FUMIGATIONS AND INSPECTIONS

COMPANY REGISTRATION NO. PR 5074
COMPANY REPORT NO. 16-698

(707) 577-8100
(707) 577-8195 - FAX
patsfume@comcast.net
1809 FOURTH ST
SANTA ROSA, CA 95404

Ordered By: JOE PHEFFER SOLID PROPERTIES	Property Owner and/or Party of Interest: JAMES BROZ C/O DEDE'S RENTALS	Report Sent To: SAME
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>		
General Description: SINGLE FAMILY DWELLING		Inspection Tag Posted: HOUSE HWH CLOSET Other Tags Posted: NONE NOTED
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.		
Subterranean Termites <input checked="" type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspections <input checked="" type="checkbox"/>		
If any of the boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.		

NOT TO SCALE



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12/26/2019

DocuSigned by:

Carrie Kronberg

3A711D241B6D4E1...

Inspected by: **PATRICK BERND** State License No. **OPR9050** Signature _____

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8750 or www.pestboard.ca.gov.

43M-41 (Rev. 02/03)

SECOND

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

ADDRESS OF
PROPERTY
INSPECTED

866 (MAIN HOUSE)

SONOMA AVE.

SANTA ROSA

Bldg. No.

Street

City

4-16-16

16-698

Stamp No.

Date of Inspection

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THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

THE FOLLOWING AREAS ARE ECONOMICALLY IMPRACTICAL TO INSPECT FOR THE STANDARD INSPECTION FEE AND ARE NOT INCLUDED IN THIS REPORT UNLESS SPECIFICALLY INDICATED: THE INTERIOR OF FURNISHED ROOMS, FLOORS UNDER COVERING, THE INTERIOR OF HOLLOW WALLS, SPACES BETWEEN A FLOOR AND CEILING OR SOFFIT BELOW, STRUCTURAL SEGMENTS TO WHICH THERE IS NO ACCESS WITHOUT DEFACING OR TEARING OUT LUMBER, INSULATION, MASONRY OR FINISHED WORK, PAINTED SURFACES AND BUILT-IN CABINET WORK. IF FURTHER INSPECTION OF ANY AREAS IS DESIRED, IT WILL BE PERFORMED UPON AUTHORIZATION AT AN ADDITIONAL COST.

THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION. A CHARGE, IF ANY, CAN BE NO GREATER THAN THE ORIGINAL INSPECTION FEE FOR EACH REINSPECTION. THE REINSPECTION MUST BE DONE WITHIN 10 WORKING DAYS OF REQUEST. THE REINSPECTION IS A VISUAL INSPECTION AND IF INSPECTION OF CONCEALED AREAS ARE DESIRED, INSPECTION OF WORK IN PROGRESS WILL BE NECESSARY. ANY GUARANTEES MUST BE RECEIVED FROM PARTIES PERFORMING REPAIRS.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATION, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.) HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTE: THE CHARGE FOR SERVICES THAT THIS COMPANY SUBCONTRACTS TO ANOTHER REGISTERED COMPANY MAY INCLUDE THIS COMPANY'S CHARGES FOR ARRANGING AND ADMINISTERING SUCH SERVICES THAT ARE IN ADDITION TO THE DIRECT COSTS ASSOCIATED WITH PAYING THE SUBCONTRACTOR. YOU MAY ACCEPT PAT'S AFFORDABLE FUMIGATIONS AND INSPECTIONS, INC. BID OR YOU MAY CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY LICENSED TO PERFORM THE WORK. IF YOU CHOSE TO CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY, THIS FIRM WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF WORK THAT YOU DIRECTLY CONTRACT WITH ANOTHER TO PERFORM.

THIS COMPANY IS IN BUSINESS TO PERFORM ACCURATE STRUCTURAL PEST CONTROL INSPECTIONS AND TO APPLY PESTICIDES IN A SAFE MANNER. WE DO NOT PERFORM MECHANICAL REPAIRS. HOWEVER, WHERE PRACTICAL, THIS COMPANY WILL SUGGEST PRICES FOR MECHANICAL REPAIRS AS MAY BE CHARGED BY A LOCAL TRADESMAN. **ULTIMATE COST TO BE DETERMINED BY PERSONS PERFORMING REPAIRS.**

THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS OR FUNGI. BY CALIFORNIA LAW WE ARE NEITHER QUALIFIED, AUTHORIZED NOR LICENSED TO INSPECT FOR HEALTH RELATED MOLDS OR FUNGI. IF YOU DESIRE INFORMATION ABOUT THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS, YOU SHOULD CONTACT AN INDUSTRIAL HYGIENIST.

THIRD**PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:****ADDRESS OF
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866 (MAIN HOUSE)

SONOMA AVE.

SANTA ROSA

Bldg. No.**Street****City**

4-16-16

16-698

Stamp No.**Date of Inspection****Report No. (if any)**

AS PART OF NORMAL INSPECTION PRACTICES, THIS COMPANY DOES NOT GO ONTO THE ROOF COVERING AS DAMAGES MAY OCCUR TO THE ROOFING MATERIAL. THEREFORE, AREAS ABOVE THE ROOF LINE ARE INACCESSIBLE AND NOT INSPECTED. IF INTERESTED PARTIES WISH TO HAVE THESE AREAS INSPECTED, IT WOULD BE DONE UPON REQUEST AT AN ADDITIONAL COST, IF ACCESS AND A ROOF DAMAGE WAIVER ARE PROVIDED.

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION 1/SECTION 2 CONDITIONS EVIDENT ON THE DATE OF THE INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTIONS OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATIONS OR INFECTIONS, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

EXTERIOR:**ITEM 1A:**

THE EXTERIOR OF THIS BUILDING IS STUCCO. THE EXTERIOR STUCCO SIDING EXTENDS INTO THE GROUND. THIS METHOD OF CONSTRUCTION CAN ALLOW FOR THE UNDETECTED ENTRANCE OF WOOD DESTROYING PESTS AND ORGANISMS. SOME CRACKS WERE NOTED IN THE STUCCO.

RECOMMENDATION:

KEEP THE EXTERIOR OF THE STUCCO IN A WELL SEALED AND WATER TIGHT CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. **GENERAL INFORMATION.**

NOTE: FURTHER INSPECTION OF ANY AREAS CONCEALED BY STUCCO, IF EXPOSED. IF INTERESTED PARTIES HAVE QUESTIONS REGARDING EXTERIOR STUCCO SIDING, REFER TO APPROPRIATE STUCCO SPECIALIST FOR FURTHER INSPECTIONS AND EVALUATIONS.

ITEM 1B:

THERE IS SOME ROCK VENEER AT THE FRONT OF THE BUILDING. AREAS CONCEALED BY ROCK VENEER ARE INACCESSIBLE FOR INSPECTION.

RECOMMENDATION:

FURTHER INSPECTION OF ANY AREAS CONCEALED BY ROCK VENEER, IF EXPOSED. **FURTHER INSPECTION.**

ITEM 1C:

THERE IS A WOOD PLANTER ACROSS THE FRONT OF THE HOME THAT APPEARS TO BE CAUSING DAMAGE TO THE SUBAREA FRAMING BELOW.

RECOMMENDATION:

REMOVE EXISTING PLANTER. MAKE FURTHER INSPECTION OF ENCLOSED FRAMING. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: TO BE DONE IN CONJUNCTION WITH ITEM 4D OF THIS REPORT. **SECTION 1.**

NOTE: IF ADDITIONAL DAMAGES ARE DISCOVERED DURING THE COURSE OF REPAIRS, THIS COMPANY SHOULD BE CONTACTED, SO WE CAN FILE A SUPPLEMENTAL INSPECTION REPORT AS TO OUR FINDINGS AND RECOMMENDATIONS.

FOURTH

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

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ITEM 1D:

THERE ARE ENCLOSED COLUMNS THAT HAVE FRAMING THAT IS INACCESSIBLE FOR INSPECTION. THERE ARE SOME PLANTERS IN PLACE AS WELL. AREAS CONCEALED BY PLANTERS ARE INACCESSIBLE FOR INSPECTION. CRACKS WERE NOTED IN THE PORCH AREA.

RECOMMENDATION:

FURTHER INSPECTION OF ANY ENCLOSED AREAS, IF EXPOSED. **FURTHER INSPECTION.**

NOTE: IF INTERESTED PARTIES HAVE QUESTIONS REGARDING CONSTRUCTION DETAILS, REFER TO APPROPRIATE TRADES FOR FURTHER INSPECTIONS AND EVALUATIONS.

ITEM 1E:

FUNGUS DAMAGE WAS NOTED TO THE EAVES AT 1E ON THE DIAGRAM.

RECOMMENDATION:

PULL BACK ROOF COVERING AS NECESSARY IN ORDER TO EXPOSE DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$500.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

ITEM 1F:

SOME LEAKS WERE NOTED AT THE RAIN GUTTERS AND DOWNSPOUTS.

RECOMMENDATION:

KEEP GUTTERS IN A WELL SEALED AND WATER TIGHT CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. **SECTION 2.**

ITEM 1G:

THIS HOME HAS OLDER WOODEN WINDOW SASHES. THIS COMPANY DOES NOT PROBE INTO PAINTED SURFACES AS IT CAN CAUSE DEFACING. SOME BROKEN WINDOW PANES WERE NOTED.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING WINDOWS, THEY ARE ADVISED TO CONSULT WITH APPROPRIATE TRADES FOR FURTHER INSPECTIONS, EVALUATIONS, AND ANY REPAIRS/REPLACEMENT TO BE UNDERTAKEN THAT ARE FOUND TO BE APPROPRIATE. **FURTHER INSPECTION.**

NOTE: ANY CRACKED WINDOW PANES SHOULD BE REPLACED AS NECESSARY.

ITEM 1H:

THERE WERE CRACKS NOTED IN THE STUCCO AT THE BASE OF THE BUILDING AT 1H ON THE DIAGRAM. THERE MAY HAVE BEEN SOME SETTLING.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING CONSTRUCTION DETAILS, POTENTIAL SETTLING, AND CRACKS, REFER TO A GENERAL CONTRACTOR FOR FURTHER INSPECTIONS AND EVALUATIONS. **FURTHER INSPECTION.**

ITEM 1I:

SOME OF THE ROCK WORK AT THE FIREPLACE CHIMNEY IS FALLING APART.

FIFTH

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ITEM 1I CONTINUED:

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING CHIMNEY AND ITS STRUCTURAL INTEGRITY, REFER A MASONRY CONTRACTOR FOR FURTHER INSPECTIONS, EVALUATIONS, AND ANY REPAIRS TO BE UNDERTAKEN THAT ARE FOUND TO BE APPROPRIATE. **FURTHER INSPECTION.**

ITEM 1J:

THERE ARE EXPOSED RAFTER BEAMS THAT EXTEND BEYOND THE EAVE LINE. SOME OF THE RAFTER BEAMS ARE DETERIORATING DUE TO EXPOSURE.

RECOMMENDATION:

ENGAGE APPROPRIATE TRADES TO EVALUATE ALL RAFTER BEAMS. REPAIR/REPLACE AS NECESSARY. KEEP IN A WELL SEALED AND WATER TIGHT CONDITION TO PREVENT FUTURE ADVERSE CONDITIONS. **SECTION 2.**

ITEM 1K:

CARPENTER BEES WERE NOTED WORKING IN THE EAVES IN VARIOUS LOCATIONS ADJACENT TO 1K ON THE DIAGRAM.

RECOMMENDATION:

CARPENTER BEE HOLES SHOULD BE THOROUGHLY TREATED WITH APPROPRIATE PESTICIDE. COST: \$200.00. **SECTION 1.**

NOTE: AFTER TREATMENT HAS BEEN COMPLETED, IT WOULD BE THE OWNER'S RESPONSIBILITY TO HAVE HOLES PROPERLY FILLED WITH APPROPRIATE WOOD FILLERS, AND HAVE ALL WOOD MEMBERS RESEALED AND PAINTED TO PREVENT FUTURE INFESTATIONS.

ITEM 1L:

THERE WAS SOME WOOD NOTED IN THE YARD AT 1L ON THE DIAGRAM THAT IS INFESTED WITH SUBTERRANEAN TERMITES. SUBTERRANEAN TERMITES WERE ALSO NOTED WORKING IN THE CELLULOSE DEBRIS IN THE SUBSTRUCTURE AS LATER OUTLINED IN THIS REPORT.

RECOMMENDATION:

FOR THE POSITIVE CONTROL OF SUBTERRANEAN TERMITES, IT WOULD BE NECESSARY TO TREAT THE SUBAREA SOIL AND UNIMPROVED SOIL AROUND THE PERIMETER OF THE BUILDING WITH FIPRONIL IN A MANNER CONSISTENT WITH THE LABEL INSTRUCTIONS. DRILL THROUGH ANY CONCRETE PORCHES AND PATIO CAPS THAT DIRECTLY ADJUT THE BUILDING AND INJECT FIPRONIL INTO THE SOIL BELOW. REFILL HOLES WITH MORTAR. REMOVE AND DISPOSE OF ALL SCRAP WOOD OF A RAKEABLE SIZE OR LARGER. COST: \$1350.00. **SECTION 1.**

NOTE: WOOD MEMBERS IN THE YARD SHOULD BE REMOVED AND OMITTED.

ITEM 1M:

FUNGUS DAMAGE WAS NOTED TO THE EAVES AND FACIAS ADJACENT TO 1M ON THE DIAGRAM.

RECOMMENDATION:

ENGAGE APPROPRIATE TRADES TO PULL BACK ROOF COVERING AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$600.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

SIXTH

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ITEM 1N:

THE LANDING AND STEP ASSEMBLIES AT 1N ON THE DIAGRAM ARE WEATHERED. NO OUTRIGHT DAMAGE WAS NOTED.

RECOMMENDATION:

PERIODICALLY PRESSURE WASH AND KEEP IN A WELL SEALED AND PRESERVED CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. **SECTION 2.**

ITEM 1O:

FUNGUS DAMAGE WAS NOTED TO THE DOOR JAMBS ADJACENT TO 1O ON THE DIAGRAM. DAMAGE APPEARS TO EXTEND INTO ADJACENT SUBFLOORING.

RECOMMENDATION:

OPEN THE INDICATED AREAS AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$500.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

ITEM 1P:

THE WINDOW SASHES AND FRAMES AT 1P ON THE DIAGRAM ARE BADLY WEATHERED.

RECOMMENDATION:

KEEP THESE AREAS IN A WELL SEALED AND WATER TIGHT CONDITION TO PREVENT FUTURE DAMAGES.

GENERAL INFORMATION.

NOTE: IF INTERESTED PARTIES HAVE QUESTIONS REGARDING THE WATER TIGHTNESS OF SIDING AND/OR WINDOW AREAS, REFER TO APPROPRIATE TRADES FOR FURTHER INSPECTIONS AND EVALUATIONS.

ITEM 1Q:

THERE ARE BRACES THAT ARE ABUTTING THE HOUSE AND TOUCHING THE DECKS THAT ARE FUNGUS DAMAGED.

RECOMMENDATION:

REPLACE WITH NEW MATERIAL AS NECESSARY TO HELP SUPPORT THE FENCE. COST ESTIMATE: APPROX. \$300.00. **SECTION 1.**

INTERIOR:**ITEM 2A:**

THIS INSPECTION IS OF AN OLDER, FURNISHED, AND OCCUPIED HOME. PORTIONS OF THE INTERIOR ARE INACCESSIBLE FOR INSPECTION DUE TO PERSONAL PROPERTY, FURNISHINGS, APPLIANCES, AND FLOOR COVERINGS. BECAUSE THE HOME IS OLDER, IT MAY HAVE SOME CONSTRUCTION DETAIL THAT IS NOT CONCURRENT WITH EXISTING BUILDING CODE.

RECOMMENDATION:

FURTHER INSPECTION OF THE INTERIOR, IF ALL PERSONAL PROPERTY, FURNISHINGS, APPLIANCES, AND FLOOR COVERINGS ARE REMOVED. **FURTHER INSPECTION.**

NOTE: IF INTERESTED PARTIES HAVE QUESTIONS REGARDING THE CONSTRUCTION DETAIL OF THIS BUILDING, WE RECOMMEND THAT A LICENSED CONTRACTOR BE ENGAGE FOR FURTHER INSPECTION AND EVALUATION.

SEVENTH

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ITEM 2B:

VOIDS WERE NOTED IN THE LINOLEUM FLOOR COVERING IN THE LAUNDRY AREA. AREAS CONCEALED BY FLOOR COVERINGS ARE INACCESSIBLE FOR INSPECTION.

RECOMMENDATION:

FURTHER INSPECTION OF ANY AREAS CONCEALED BY FLOOR COVERINGS, IF EXPOSED. **FURTHER INSPECTION.**

ITEM 2C:

SOME CRACKS WERE NOTED TO THE WALLS IN AREAS. THE WALLS APPEAR TO BE LATH AND PLASTER.

RECOMMENDATION:

ANY REPAIRS APPEAR TO BE OF A COSMETIC NATURE AND ARE LEFT TO THE DISCRETION OF THE INTERESTED PARTIES. **GENERAL INFORMATION.**

ITEM 2D:

THERE IS A SKYLIGHT IN THE ENCLOSED PORCH AREA AT 2D ON THE DIAGRAM. SOME STAINING AND MINOR DETERIORATION WAS NOTED.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING CONSTRUCTION DETAILS AND THE WATER TIGHTNESS OF THE SKYLIGHT, REFER TO A GENERAL CONTRACTOR FOR FURTHER INSPECTIONS AND EVALUATIONS. **GENERAL INFORMATION.**

ITEM 2E:

SOME OF THE HARDWOOD FLOORING IN THE INTERIOR OF THE HOME IS BADLY WORN.

RECOMMENDATION:

KEEP IN A WELL SEALED AND PRESERVED CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. **GENERAL INFORMATION.**

ITEM 2F:

THERE APPEARED TO BE A DRIP AT THE OVERFLOW AT THE HOT WATER HEATER AT 2F ON THE DIAGRAM. THIS MAY BE CREATING ADVERSE CONDITIONS.

RECOMMENDATION:

ENGAGE APPROPRIATE TRADES TO EVALUATE HOT WATER HEATER AND MAKE ANY NECESSARY REPAIRS TO ENSURE COMPLETE WATER TIGHTNESS. **SECTION 2.**

ITEM 2G:

THE FLOOR IN THE BATHROOM AT 2G ON THE DIAGRAM IS DAMAGED BY FUNGUS IN VARYING DEGREES. DAMAGES MAY EXTEND BELOW THE TUB SHOWER AREA. VOIDS AND MISSING/CRACKED TILE WERE NOTED.

RECOMMENDATION:

REMOVE EXISTING TILE FLOORING. MAKE FURTHER INSPECTION OF SUBFLOOR AND BASE OF WALL FRAMING. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL IN A PROFESSIONAL AND WATER TIGHT CONDITION. COST ESTIMATE: APPROX. \$2000.00, SUBJECT TO FURTHER INSPECTION AND CONTRACTOR'S EVALUATION. **SECTION 1.**

EIGHTH

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ATTIC SPACE:**ITEM 3A:**

INSPECTION OF THE ATTIC REVEALS SOME STAINING IN VARIOUS LOCATIONS THROUGHOUT THE ATTIC AREA. STAINS MAY BE OLD. THE WATER TIGHTNESS OF THE ROOF COVERING WAS NOT INSPECTED BY THIS COMPANY.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING THE WATER TIGHTNESS OF THE ROOF COVERING, REFER TO A LICENSED ROOFING CONTRACTOR FOR FURTHER INSPECTIONS AND EVALUATIONS.

FURTHER INSPECTION.**ITEM 3B:**

THERE ARE SIGNS OF PAST RODENT INFESTATIONS AND SIGNS THAT ANIMALS HAVE BEEN IN THE ATTIC IN THE PAST.

RECOMMENDATION:

IF ANIMALS OR RODENTS ARE A PROBLEM IN THE FUTURE, ENGAGE A GENERAL PEST COMPANY FOR CONTROL. **GENERAL INFORMATION.**

SUBSTRUCTURE AREA:**ITEM 4A:**

INSPECTION OF THE SUBSTRUCTURE REVEALS THE SUBAREA SOIL IS DRY AT THE TIME OF INSPECTION. CELLULOSE DEBRIS WAS FOUND SCATTERED ON THE SUBAREA SOIL. CELLULOSE DEBRIS WAS INFESTED WITH SUBTERRANEAN TERMITES.

RECOMMENDATION:

REMOVE ALL CELLULOSE DEBRIS IN CONJUNCTION WITH SOIL TREATMENT THAT WAS PREVIOUSLY OUTLINED IN THIS REPORT. **SECTION 1.**

ITEM 4B:

THE CONCRETE PORCHES AT 4B ON THE DIAGRAM ABUT THE BUILDING. SOME STAINING WAS NOTED TO THE FRAMING IN THESE AREAS. HOWEVER, NO OUTRIGHT DAMAGE WAS NOTED.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING CONSTRUCTION DETAILS, REFER TO A GENERAL CONTRACTOR FOR FURTHER INSPECTIONS AND EVALUATIONS. **FURTHER INSPECTION.**

ITEM 4C:

DRY FUNGUS STAINING WAS NOTED BELOW THE KITCHEN AREA, POSSIBLY DUE TO PRIOR EXCESSIVE MOISTURE CONDITIONS, AT 4C ON THE DIAGRAM.

RECOMMENDATION:

TREAT SURFACE FUNGUS WITH A 15% SOLUTION OF TIM-BOR. COST: \$100.00, IF DONE IN CONJUNCTION WITH THE SOIL TREATMENT PREVIOUSLY OUTLINED IN THIS REPORT. **SECTION 1.**

ITEM 4D:

FUNGUS DAMAGE WAS NOTED TO THE SUBAREA FRAMING AT 4D ON THE DIAGRAM. THIS MAY BE DUE TO MOISTURE INTRUSIONS FROM PLANTERS AND/OR CONSTRUCTION DETAILS.

NINTH

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ITEM 4D CONTINUED:

RECOMMENDATION:

OPEN THE INDICATED AREAS AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: COULD EXCEED \$5000.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

ITEM 4E:

STAINING WAS NOTED TO THE FRAMING AROUND THE PERIMETER OF THE CRAWL SPACE. AS PREVIOUSLY OUTLINED, THE EXTERIOR STUCCO SIDING EXTENDS INTO THE GROUND. THIS METHOD OF CONSTRUCTION CAN ALLOW FOR THE UNDETECTED ENTRANCE OF WOOD DESTROYING PESTS AND ORGANISMS.

RECOMMENDATION:

FURTHER INSPECTION OF ANY AREAS ABOVE THE FLOOR LINE, IF EXPOSED. **FURTHER INSPECTION.**

ITEM 4F:

THERE APPEARS TO HAVE BEEN A SUBSTANTIAL AMOUNT OF REPAIRS PERFORMED AT THE REAR OF THE HOME IN THE PAST.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING REPAIRS, REFER TO A GENERAL CONTRACTOR FOR FURTHER INSPECTIONS AND EVALUATIONS. **FURTHER INSPECTION.**

INSPECTION FEE: \$250.00

THANK YOU FOR ALLOWING THIS FIRM TO BE OF SERVICE. IF THERE ARE ANY QUESTIONS REGARDING THIS INSPECTION REPORT, PLEASE CONTACT OUR OFFICE.

PESTICIDE NOTICE

PESTICIDES ARE THE PRODUCTS THAT PAT'S AFFORDABLE FUMIGATIONS AND INSPECTIONS USES TO CONTROL THE TARGET PESTS LISTED IN YOUR REPORT. YOUR TECHNICIAN IS A STATE CERTIFIED APPLICATOR AND IS CONSTANTLY BEING UPGRADED BY OUR TRAINING SESSIONS. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT OUR OFFICE AT (707) 577-8100. TO CONTROL THE TARGET PEST LISTED AND/OR CONTROL FUNGUS INFECTION, WE PROPOSE TO USE ONE OR MORE OF THE FOLLOWING:

TERMIDOR SC: ACTIVE INGREDIENT: FIPRONIL

TAURUS SC: ACTIVE INGREDIENT: FIPRONIL

TENTH

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

ADDRESS OF
PROPERTY
INSPECTED

866 (MAIN HOUSE)

SONOMA AVE.

SANTA ROSA

Bldg. No.

Street

City

4-16-16

16-698

Stamp No.

Date of Inspection

Report No. (if any)

CY-KICK: ACTIVE INGREDIENT: CYFLUDHRIN 1%

TIM-BOR: ACTIVE INGREDIENT: DISODIUM OCTABORATE TETRAHYDRATE

VIKANE GAS: ACTIVE INGREDIENT: SULFURYL FLUORIDE

CHLOROPICRIN: ACTIVE INGREDIENT: CHLOROPICRIN

OTHER: CHEMICALS USED NOT LISTED ABOVE WILL BE OUTLINED IN A SEPARATE PESTICIDE NOTICE.

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION:

CAUTION - PESTICIDES ARE TOXIC CHEMICALS. STRUCTURAL PEST CONTROL COMPANIES ARE REGISTERED AND REGULATED BY THE STRUCTURAL PEST CONTROL BOARD AND APPLY PESTICIDES WHICH ARE REGISTERED AND APPROVED FOR USE BY THE DEPARTMENT OF PESTICIDE REGULATION AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. REGISTRATION IS GRANTED WHEN THE STATE FINDS THAT BASED ON EXISTING SCIENTIFIC EVIDENCE THERE ARE NO APPRECIABLE RISKS IF PROPER USE CONDITIONS ARE FOLLOWED OR THAT THE RISKS ARE OUTWEIGHED BY THE BENEFITS. THE DEGREE OF RISK DEPENDS UPON THE DEGREE OF EXPOSURE, SO EXPOSURE SHOULD BE MINIMIZED.

IF WITHIN 24 HOURS FOLLOWING APPLICATION YOU EXPERIENCE SYMPTOMS SIMILAR TO COMMON SEASONAL ILLNESS COMPARABLE TO THE FLU, OR OTHER SYMPTOMS INCLUDING DIZZINESS, HEADACHE, NAUSEA, DIARRHEA, TEARING, COUGHING, NOSE OR THROAT IRRITATION, ALLERGIC TYPE REACTIONS, OR DEVELOP SHORTNESS OF BREATH, DOUBLE VISION, UNUSUAL VISION, UNUSUAL DROWSINESS, WEAKNESS, OR TREMORS YOU SHOULD CONTACT YOUR PHYSICIAN OR POISON CONTROL CENTER AT (800) 523-2222 AND YOUR PEST CONTROL COMPANY IMMEDIATELY.

FOR FURTHER INFORMATION CONTACT THE FOLLOWING:

PAT'S AFFORDABLE FUMIGATIONS AND INSPECTIONS
COUNTY HEALTH DEPARTMENT

.... (707) 577-8100

.... (707) 565-2671 - SONOMA COUNTY

.... (707) 265-1450 - NAPA COUNTY

.... (415) 449-6879 - MARIN COUNTY

COUNTY AGRICULTURE COMMISSIONERS

.... (707) 565-2371 - SONOMA COUNTY

.... (707) 253-4357 - NAPA COUNTY

.... (415) 499-6349 - MARIN COUNTY

FOR REGULATORY INFORMATION CONTACT THE STRUCTURAL PEST CONTROL BOARD AT:

2005 EVERGREEN ST., STE. 1500

SACRAMENTO, CA 95815

(916) 561-8700 or (800) 737-8188

GUARANTEE

ELEVENTH

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CHEMICAL TREATMENTS PERFORMED BY THIS COMPANY TO CONTROL WOOD DESTROYING PESTS, EXCEPT FOR SECONDARY RECOMMENDATIONS, ARE GUARANTEED FOR A PERIOD OF TWO (2) YEARS FROM DATE OF COMPLETION. CHEMICAL TREATMENTS TO CONTROL FUNGUS GROWTH ARE GUARANTEED FOR A PERIOD OF SIX (6) MONTHS FROM DATE OF COMPLETION. REMODELING, RECONSTRUCTION AND/OR DISTURBANCE OF THE TREATED SOIL AREAS WILL NULLIFY THE GUARANTEE.

SECONDARY RECOMMENDATIONS ARE SUBSTANDARD AND ARE NOT GUARANTEED BY THIS COMPANY.

THANK YOU FOR ALLOWING PAT'S AFFORDABLE FUMIGATIONS AND INSPECTIONS TO BE OF SERVICE. IF THERE ARE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE.

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

NOTE: Authority cited: Section 8525, Business and Professions Code. Reference: Section 8513, Business and Professions Code.

HISTORY:

1. New section filed 9-21-84; effective thirtieth day thereafter (Register 84, No. 38). For prior history, see Register 83, No. 20.
2. Amendment filed 3-23-87; effective upon filing pursuant to Government Code Section 11346.2(d) (Register 87, No. 13).

XXX

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 866	Street SONOMA AVE.	City SANTA ROSA	Zip 95404	Date of Inspection 4-16-16	Number of Pages 6
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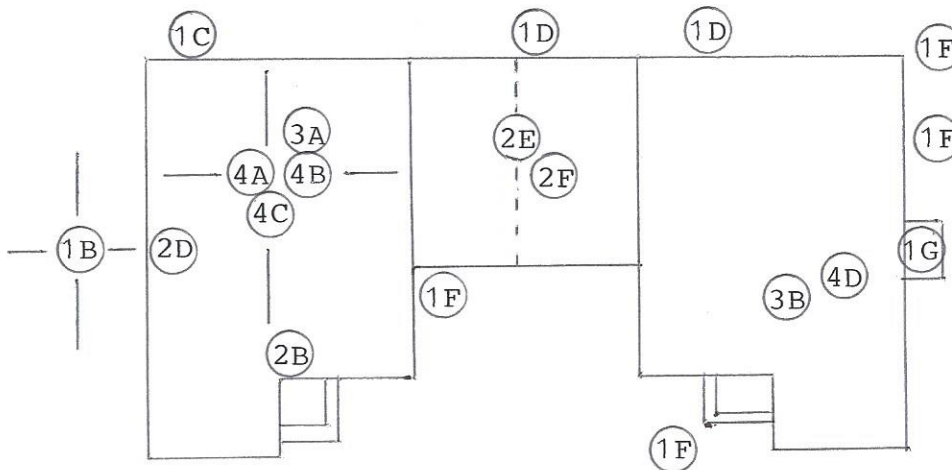
PAT'S AFFORDABLE
FUMIGATIONS AND INSPECTIONS

COMPANY REGISTRATION NO. PR 5074
COMPANY REPORT NO. 16-697

(707) 577-8100
(707) 577-8195 - FAX
patsfume@comcast.net
1809 FOURTH ST
SANTA ROSA, CA 95404

Ordered By: JOE PHEFFER SOLID PROPERTIES	Property Owner and/or Party of Interest: JAMES BROZ C/O DEDE'S RENTALS	Report Sent To: SAME
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>		
General Description: DUPLEX		Inspection Tag Posted:
		Other Tags Posted: NONE NOTED
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.		
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspections <input checked="" type="checkbox"/>		
If any of the boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.		

NOT TO SCALE



Acknowledgement of Receipt

12/26/2019

DocuSigned by:

Carrie Kronberg

3A711D241B6D4E1...

Inspected by: **PATRICK BERND** State License No. **OPR9050**

Signature

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8750 or www.pestboard.ca.gov.

43M-41 (Rev. 02/03)

SECOND

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

ADDRESS OF
PROPERTY
INSPECTED

866

SONOMA AVE.

SANTA ROSA

Bldg. No.

Street

City

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16-697

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THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

THE FOLLOWING AREAS ARE ECONOMICALLY IMPRACTICAL TO INSPECT FOR THE STANDARD INSPECTION FEE AND ARE NOT INCLUDED IN THIS REPORT UNLESS SPECIFICALLY INDICATED: THE INTERIOR OF FURNISHED ROOMS, FLOORS UNDER COVERING, THE INTERIOR OF HOLLOW WALLS, SPACES BETWEEN A FLOOR AND CEILING OR SOFFIT BELOW, STRUCTURAL SEGMENTS TO WHICH THERE IS NO ACCESS WITHOUT DEFACING OR TEARING OUT LUMBER, INSULATION, MASONRY OR FINISHED WORK, PAINTED SURFACES AND BUILT-IN CABINET WORK. IF FURTHER INSPECTION OF ANY AREAS IS DESIRED, IT WILL BE PERFORMED UPON AUTHORIZATION AT AN ADDITIONAL COST.

THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION. A CHARGE, IF ANY, CAN BE NO GREATER THAN THE ORIGINAL INSPECTION FEE FOR EACH REINSPECTION. THE REINSPECTION MUST BE DONE WITHIN 10 WORKING DAYS OF REQUEST. THE REINSPECTION IS A VISUAL INSPECTION AND IF INSPECTION OF CONCEALED AREAS ARE DESIRED, INSPECTION OF WORK IN PROGRESS WILL BE NECESSARY. ANY GUARANTEES MUST BE RECEIVED FROM PARTIES PERFORMING REPAIRS.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATION, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.) HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTE: THE CHARGE FOR SERVICES THAT THIS COMPANY SUBCONTRACTS TO ANOTHER REGISTERED COMPANY MAY INCLUDE THIS COMPANY'S CHARGES FOR ARRANGING AND ADMINISTERING SUCH SERVICES THAT ARE IN ADDITION TO THE DIRECT COSTS ASSOCIATED WITH PAYING THE SUBCONTRACTOR. YOU MAY ACCEPT PAT'S AFFORDABLE FUMIGATIONS AND INSPECTIONS, INC. BID OR YOU MAY CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY LICENSED TO PERFORM THE WORK. IF YOU CHOSE TO CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY, THIS FIRM WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF WORK THAT YOU DIRECTLY CONTRACT WITH ANOTHER TO PERFORM.

THIS COMPANY IS IN BUSINESS TO PERFORM ACCURATE STRUCTURAL PEST CONTROL INSPECTIONS AND TO APPLY PESTICIDES IN A SAFE MANNER. WE DO NOT PERFORM MECHANICAL REPAIRS. HOWEVER, WHERE PRACTICAL, THIS COMPANY WILL SUGGEST PRICES FOR MECHANICAL REPAIRS AS MAY BE CHARGED BY A LOCAL TRADESMAN. **ULTIMATE COST TO BE DETERMINED BY PERSONS PERFORMING REPAIRS.**

THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS OR FUNGI. BY CALIFORNIA LAW WE ARE NEITHER QUALIFIED, AUTHORIZED NOR LICENSED TO INSPECT FOR HEALTH RELATED MOLDS OR FUNGI. IF YOU DESIRE INFORMATION ABOUT THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS, YOU SHOULD CONTACT AN INDUSTRIAL HYGIENIST.

THIRD**PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:****ADDRESS OF
PROPERTY
INSPECTED**

866

SONOMA AVE.

SANTA ROSA

Bldg. No.**Street****City**

4-16-16

16-697

Stamp No.**Date of Inspection****Report No. (if any)**

AS PART OF NORMAL INSPECTION PRACTICES, THIS COMPANY DOES NOT GO ONTO THE ROOF COVERING AS DAMAGES MAY OCCUR TO THE ROOFING MATERIAL. THEREFORE, AREAS ABOVE THE ROOF LINE ARE INACCESSIBLE AND NOT INSPECTED. IF INTERESTED PARTIES WISH TO HAVE THESE AREAS INSPECTED, IT WOULD BE DONE UPON REQUEST AT AN ADDITIONAL COST, IF ACCESS AND A ROOF DAMAGE WAIVER ARE PROVIDED.

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION 1/SECTION 2 CONDITIONS EVIDENT ON THE DATE OF THE INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTIONS OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATIONS OR INFECTIONS, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

EXTERIOR:**ITEM 1A:**

THE EXTERIOR OF THIS BUILDING IS STUCCO. THE STUCCO EXTENDS INTO THE GROUND. THIS METHOD OF CONSTRUCTION CAN ALLOW FOR THE UNDETECTED ENTRANCE OF WOOD DESTROYING PESTS AND ORGANISMS. SOME STUCCO CRACKS WERE NOTED.

RECOMMENDATION:

KEEP THE EXTERIOR IN AN ALWAYS WELL SEALED AND WATER TIGHT CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. **GENERAL INFORMATION.**

NOTE: FURTHER INSPECTION OF ANY AREAS CONCEALED BY STUCCO, IF EXPOSED. **FURTHER INSPECTION.**

ITEM 1B:

THERE IS ANY EXPOSED DECK AT 1B ON THE DIAGRAM. PORTIONS OF THE UNDERSIDE ARE INACCESSIBLE FOR INSPECTION DUE TO LACK OF CLEARANCE BETWEEN SOIL AND WOOD MEMBERS.

RECOMMENDATION:

KEEP DECK IN A WELL SEALED AND PRESERVED CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. FURTHER INSPECTION OF THE UNDERSIDE OF THE DECK, IF DISASSEMBLED. **FURTHER INSPECTION.**

ITEM 1C:

FUNGUS DAMAGE WAS NOTED TO THE ELECTRICAL METER BOX AT 1C ON THE DIAGRAM.

RECOMMENDATION:

ENGAGE APPROPRIATE TRADES TO EVALUATE. DISASSEMBLE AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$400.00. **SECTION 1.**

ITEM 1D:

FUNGUS DAMAGE WAS NOTED TO THE EXTERIOR SIDING ADJACENT TO 1D ON THE DIAGRAM.

FOURTH

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

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ITEM 1D CONTINUED.

RECOMMENDATION:

DISASSEMBLE AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$350.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

ITEM 1E:

SOME CRACKS WERE NOTED IN THE CONCRETE FLATWORK AROUND THE STRUCTURE.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING CRACKS AND SETTLING, REFER TO APPROPRIATE TRADES FOR FURTHER INSPECTIONS AND EVALUATIONS. **GENERAL INFORMATION.**

ITEM 1F:

FUNGUS DAMAGE WAS NOTED TO THE EAVE AREAS AT 1F ON THE DIAGRAM.

RECOMMENDATION:

PULL BACK ROOF COVERING AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$1000.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

ITEM 1G:

THE TRIM BOARD BELOW THE DOOR AT 1G ON THE DIAGRAM WAS NOTED TO BE FUNGUS DAMAGED.

RECOMMENDATION:

OPEN THE INDICATED AREAS AS NECESSARY IN ORDER TO EXPOSE ALL DAMAGES. REMOVE AND REPLACE ALL DAMAGE FOUND WITH NEW MATERIAL. COST ESTIMATE: APPROX. \$300.00, SUBJECT TO FURTHER INSPECTION. **SECTION 1.**

ITEM 1H:

THE GUTTERS WERE NOTED TO BE FULL OF DEBRIS.

RECOMMENDATION:

KEEP GUTTERS IN A WELL CLEANED AND WATER TIGHT CONDITION AS PART OF GOOD PROPERTY MAINTENANCE. **SECTION 2.**

INTERIOR:

ITEM 2A:

THIS INSPECTION IS OF A FURNISHED AND OCCUPIED DUPLEX. PORTIONS OF THE INTERIORS ARE INACCESSIBLE FOR INSPECTION DUE TO PERSONAL PROPERTY, FURNISHINGS, APPLIANCES, AND FLOOR COVERINGS.

RECOMMENDATION:

FURTHER INSPECTION OF THE INTERIORS, IF ALL PERSONAL PROPERTY, FURNISHINGS, APPLIANCES, AND FLOOR COVERINGS ARE REMOVED. **FURTHER INSPECTION.**

ITEM 2B:

VOIDS WERE NOTED BETWEEN THE FLOORING AND DOOR AREA AT 2B ON THE DIAGRAM. THIS CAN ALLOW FOR UNWANTED MOISTURE INTRUSIONS.

FIFTH

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

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ITEM 2B CONTINUED.

RECOMMENDATION:INSTALL APPROPRIATE TRIM STRIP TO PREVENT ADVERSE CONDITIONS. **SECTION 2.**

ITEM 2C:

THE WINDOWS APPEAR TO HAVE BEEN REPLACED IN THE PAST. VOIDS WERE NOTED AROUND THE WINDOWS AT THE EXTERIOR OF THE BUILDING.

RECOMMENDATION:IF INTERESTED PARTIES HAVE QUESTIONS REGARDING THE WINDOWS AND THEIR WATER TIGHTNESS, REFER TO APPROPRIATE TRADES. **GENERAL INFORMATION.**

ITEM 2D:

THE BATHROOM AT 2D ON THE DIAGRAM APPEARS TO HAVE BEEN REMODELED IN THE PAST. NO OUTRIGHT DAMAGE WAS NOTED IN THE VISIBLE AND ACCESSIBLE AREAS.

RECOMMENDATION:FURTHER INSPECTION OF ANY ENCLOSED AREAS, IF EXPOSED. **GENERAL INFORMATION.**

ITEM 2E:

THE GARAGES WERE ENTERED FOR INSPECTION. INSPECTION REVEALS THAT THE GARAGES ARE ON-GRADE CONCRETE CONSTRUCTION. PORTIONS ARE INACCESSIBLE FOR INSPECTION DUE TO PERSONAL PROPERTY.

RECOMMENDATION:FURTHER INSPECTION OF ANY ENCLOSED AREAS, IF EXPOSED. **FURTHER INSPECTION.**

ITEM 2F:

SOME MILDEW WAS NOTED ON THE CEILING IN THE GARAGE AREA AT 2F ON THE DIAGRAM. THIS MAY BE DUE TO A LACK OF VENTILATION.

RECOMMENDATION:CLEAN OFF ANY MILDEW WITH APPROPRIATE CLEANERS AS NECESSARY. KEEP GARAGE IN A WELL VENTED CONDITION TO MINIMIZE CONDENSATION. **GENERAL INFORMATION.**

ITEM 2G:

SOME CRACKS WERE NOTED TO THE TAPE JOINTS AT THE INTERIOR OF THE UNITS.

RECOMMENDATION:ANY REPAIRS APPEAR TO BE OF A COSMETIC NATURE AND ARE LEFT TO THE DISCRETION OF THE INTERESTED PARTIES. **GENERAL INFORMATION.****ATTIC SPACE:**

ITEM 3A:

THE ATTIC SPACE WAS ENTERED FOR INSPECTION. INSPECTION REVEALS THAT THE ATTIC IS INSULATED. AREAS CONCEALED BY INSULATION MATERIAL ARE INACCESSIBLE FOR INSPECTION. THIS COMPANY DID NOT INSPECT THE WATER TIGHTNESS OF THE ROOF COVERING.

SIXTH

PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

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ITEM 3A CONTINUED.

RECOMMENDATION:

IF INTERESTED PARTIES HAVE QUESTIONS REGARDING THE WATER TIGHTNESS OF THE ROOF COVERING, REFER TO A LICENSED ROOFING CONTRACTOR FOR FURTHER INSPECTIONS AND EVALUATIONS.
FURTHER INSPECTION.

ITEM 3B:

THE ATTIC SPACE AT 3B ON THE DIAGRAM WAS NOT ENTERED FOR INSPECTION DUE TO LACK OF ACCESS.

RECOMMENDATION:

FURTHER INSPECTION OF ATTIC, IF ACCESS IS PROVIDED. **FURTHER INSPECTION.**

SUBSTRUCTURE AREA:

ITEM 4A:

INSPECTION OF THE SUBSTRUCTURE REVEALS THE SUBAREA SOIL IS DRY AT THE TIME OF INSPECTION.

RECOMMENDATION:

MAKE PERIODIC WET WEATHER OBSERVATIONS OF THE SUBSTRUCTURE TO DETERMINE IF FUTURE MOISTURE CONTROL MEASURES ARE NECESSARY. **FURTHER INSPECTION.**

ITEM 4B:

THE SUBFLOOR IS INSULATED. AREAS CONCEALED BY INSULATION MATERIAL ARE INACCESSIBLE FOR INSPECTION.

RECOMMENDATION:

FURTHER INSPECTION OF ANY AREAS CONCEALED BY INSULATION, IF EXPOSED. **FURTHER INSPECTION.**

ITEM 4C:

CELLULOSE DEBRIS WAS FOUND SCATTERED ON THE SUBAREA SOIL.

RECOMMENDATION:

REMOVE ALL CELLULOSE DEBRIS OF A RAKEABLE SIZE OR LARGE FROM SUBAREA SOIL AS PART OF HOME MAINTENANCE. **SECTION 2.**

ITEM 4D:

THE UNDERFLOOR SPACE AT 4D ON THE DIAGRAM WAS NOT ENTERED FOR INSPECTION DUE TO LACK OF ACCESS.

RECOMMENDATION:

FURTHER INSPECTION OF THE UNDERFLOOR SPACE, IF ACCESS IS PROVIDED. **FURTHER INSPECTION.**

INSPECTION FEE: \$250.00

THANK YOU FOR ALLOWING THIS FIRM TO BE OF SERVICE. IF THERE ARE ANY QUESTIONS REGARDING THIS INSPECTION REPORT, PLEASE CONTACT OUR OFFICE.



CALIFORNIA
ASSOCIATION
OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Santa Rosa, COUNTY OF Sonoma, STATE OF CALIFORNIA, DESCRIBED AS 866 Sonoma Ave A, Santa Rosa, CA 95404-6537

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) 6.25.15. 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: _____

II. SELLER'S INFORMATION

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

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

Seller ☒ is ☐ is not occupying the property.

A. The subject property has the items checked below: *

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Pool: |
| <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Child Resistant Barrier |
| <input type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Public Sewer System | <input type="checkbox"/> Pool/Spa Heater: |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Water Heater: |
| <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Patio/Decking | <input checked="" type="checkbox"/> Water Supply: |
| <input checked="" type="checkbox"/> Rain Gutters | <input type="checkbox"/> Built-in Barbecue | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Gazebo | <input type="checkbox"/> Private Utility or |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s) | Other _____ |
| <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Garage: | <input checked="" type="checkbox"/> Gas Supply: |
| <input type="checkbox"/> Fire Alarm | <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carport | <input checked="" type="checkbox"/> Window Screens |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Window Security Bars |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Number Remote Controls _____ | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Sauna | <input type="checkbox"/> Water-Conserving Plumbing Fixtures |
| <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Hot Tub/Spa: | |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Locking Safety Cover | |
| Exhaust Fan(s) in <u>bathroom</u> | 220 Volt Wiring in _____ | Fireplace(s) in <u>living room</u> |
| <input type="checkbox"/> Gas Starter | <input checked="" type="checkbox"/> Roof(s): Type: <u>Composition</u> | Age: <u>20 years</u> (approx.) |
| <input type="checkbox"/> Other: _____ | | |

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

(*see note on page 2)

Buyer's Initials CK

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TDS REVISED 4/14 (PAGE 1 OF 3)

Seller's Initials DA X



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

RE/MAX Marketplace, 8220 Old Redwood Hwy Cotati CA 94931
Laura deRutte

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 707.795.985

Fax:

866 Sonoma Ave

Property Address: 866 Sonoma Ave A, Santa Rosa, CA 95404-6537

Date: _____

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: Small area in bathroom tile floor - cracked
Exterior wall in garage on South wall - needs to be repaired)

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

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☒ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

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

1. fence surrounding property

2. unpermitted bonus room adjacent to garage.

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

Buyer's Initials () CK

Seller's Initials X() X(DA)

TDS REVISED 4/14 (PAGE 2 OF 3)

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

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866 Sonoma Ave



Property Address: 866 Sonoma Ave A, Santa Rosa, CA 95404-6537

Date: _____

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 X *Diane Aquil*Date 9.24.19Seller X *Jordan Aquil*

Date _____

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) RE/MAX Marketplace
(Please Print)By _____ Date _____
(Associate Licensee or Broker Signature)
Laura deRutte**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: To be completed within 21 days of acceptance

Agent (Broker Obtaining the Offer) Reliance Realty Pros
(Please Print)DocuSigned by: _____
By *Jennifer McGrath* Date 12/26/2019
(Associate Licensee or Broker Signature)
646B4123678347B...**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

Seller X *Diane Aquil* Date 9.24.19 Buyer *Carrie Kranberg* Date 12/26/2019
Jordan Aquil Date _____ Buyer _____ Date _____
 3A711D241B6D4E1...

Agent (Broker Representing Seller) RE/MAX Marketplace
(Please Print)By _____ Date _____
(Associate Licensee or Broker Signature)DocuSigned by: Laura deRutteAgent (Broker Obtaining the Offer) Reliance Realty Pros
(Please Print)By *Jennifer McGrath* Date 12/26/2019
(Associate Licensee or Broker Signature)
646B4123678347B...**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.**

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

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866 Sonoma Ave





CALIFORNIA
ASSOCIATION
OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

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

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 866 Sonoma Ave B, Assessor's Parcel No. _____, situated in Santa Rosa, County of Sonoma, California ("Property").

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

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

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

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

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

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

- | | | |
|--|------------------------------|--|
| 1. Within the last 3 years, the death of an occupant of the Property upon the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. The release of an illegal controlled substance on or beneath the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Whether the Property is located in or adjacent to an "industrial use" zone | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, a zone or district allowing manufacturing, commercial or airport uses.) | | |
| 5. Whether the Property is affected by a nuisance created by an "industrial use" zone. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Whether the Property is located within 1 mile of a former federal or state ordnance location. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, an area once used for military training purposes that may contain potentially explosive munitions.) | | |
| 7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Insurance claims affecting the Property within the past 5 years | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Matters affecting title of the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 10. Material facts or defects affecting the Property not otherwise disclosed to Buyer | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Explanation, or ☐ (if checked) see attached; _____

Buyer's Initials () CK

Seller's Initials X(PS)X()

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

RE/MAX Marketplace, 8328 Old Redwood Hwy, Cotati, CA 94931
Laura deRutte

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Phone: 767-795885

Fax:



866 Sonoma Ave

Property Address: 866 Sonoma Ave B, Santa Rosa, CA 95404-6537Date: 9.24.19**B. REPAIRS AND ALTERATIONS:**

ARE YOU (SELLER) AWARE OF...

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No
2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
4. Any part of the Property being painted within the past 12 months. ☒ Yes ☐ No
5. Whether the Property was built before 1978. ☒ Yes ☐ No
 - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed. not while I have owned ☐ Yes ☒ No
 - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ☐ Yes ☐ No

Explanation: Kitchen - painted; new floor; new office door.**C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

ARE YOU (SELLER) AWARE OF...

1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☐ Yes ☒ No
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ☐ Yes ☒ No
3. An alternative septic system on or serving the Property. ☐ Yes ☒ No

Explanation: _____

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

E. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☐ Yes ☒ No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ☐ Yes ☒ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

Explanation: _____

F. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

1. Pets on or in the Property ☒ Yes ☐ No
2. Problems with livestock, wildlife, insects or pests on or in the Property ☐ Yes ☒ No
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. ☒ Yes ☐ No

Explanation: _____

2 cats; 1 dog on property; 2017 - Rat trapping + removalBuyer's Initials () CKSeller's Initials X () X

SPQ REVISED 6/18 (PAGE 2 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

866 Sonoma Ave



Property Address: 866 Sonoma Ave B, Santa Rosa, CA 95404-6537

Date: _____

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**ARE YOU (SELLER) AWARE OF...**

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

Explanation: _____

H. LANDSCAPING, POOL AND SPA:**ARE YOU (SELLER) AWARE OF...**

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

Explanation: _____

I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)**ARE YOU (SELLER) AWARE OF...**

1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. ☐ Yes ☐ No
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ☐ Yes ☐ No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. ☐ Yes ☐ No

Explanation: _____

J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:**ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ☐ Yes ☒ No
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ☐ Yes ☒ No
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ☐ Yes ☒ No

Explanation: _____

K. NEIGHBORHOOD:**ARE YOU (SELLER) AWARE OF...**

1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

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SPQ REVISED 6/18 (PAGE 3 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)

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866 Sonoma Ave



Property Address: 866 Sonoma Ave B, Santa Rosa, CA 95404-6537

Date: _____

freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☒ Yes ☐ No

Explanation: Located on Sonoma Ave. main street,
Next to Covalescent home.

L. GOVERNMENTAL:**ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. ☐ Yes ☒ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No

Explanation: _____

M. OTHER:**ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. ☐ Yes ☒ No
- (If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. ☐ Yes ☒ No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: _____

VI. ☐ (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

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

Seller X *[Signature]* Diane Aquil Date 9.24.19
 Seller X *[Signature]* Jordan Aquil Date _____

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

Buyer *[Signature]* Carrie Kronberg Date 12/26/2019
 Buyer *[Signature]* _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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866 Sonoma Ave





CALIFORNIA
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REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF
Santa Rosa, **COUNTY OF** Sonoma, **STATE OF CALIFORNIA,**
DESCRIBED AS 866 Sonoma Ave C, Santa Rosa, CA 95404-6537

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) 9-25-19. **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: _____

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: *

- ☒ Range *x belongs to tenant*
☒ Oven *x belongs to tenant*
☐ Microwave
☐ Dishwasher
☐ Trash Compactor
☐ Garbage Disposal
☒ Washer/Dryer Hookups
☒ Rain Gutters
☐ Burglar Alarms
☒ Carbon Monoxide Device(s)
☒ Smoke Detector(s)
☐ Fire Alarm
☐ TV Antenna
☐ Satellite Dish
☐ Intercom
☐ Central Heating
☐ Central Air Conditioning
☐ Evaporator Cooler(s)

- ☐ Wall/Window Air Conditioning
☐ Sprinklers
☐ Public Sewer System
☐ Septic Tank
☐ Sump Pump
☐ Water Softener
☒ Patio/Decking
☐ Built-in Barbecue
☐ Gazebo
☐ Security Gate(s)
☒ Garage:
☒ Attached ☐ Not Attached
☐ Carport
☐ Automatic Garage Door Opener(s)
☐ Number Remote Controls _____
☐ Sauna
☐ Hot Tub/Spa:
☐ Locking Safety Cover

- ☐ Pool:
☐ Child Resistant Barrier
☐ Pool/Spa Heater:
☐ Gas ☐ Solar ☐ Electric
☒ Water Heater:
☒ Gas ☐ Solar ☐ Electric
☒ Water Supply:
☒ City ☐ Well
☐ Private Utility or Other _____
☒ Gas Supply:
☒ Utility ☐ Bottled (Tank)
☐ Window Screens
☐ Window Security Bars
☐ Quick Release Mechanism on Bedroom Windows
☐ Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter _____ ☐ Roof(s): Type: Comp Shingle Age: Unknown (approx.)
☐ Other: _____

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

(*see note on page 2)

Buyer's Initials () (CK)
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TDS REVISED 4/14 (PAGE 1 OF 3)

Seller's Initials X(DA) X()



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

RE/MAX Marketplace, 8220 Old Redwood Hwy Cotati CA 94931
Laura deRatle

Phone: 7074795885 Fax: _____
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

866 Sonoma Ave

Property Address: 866 Sonoma Ave C, Santa Rosa, CA 95404-6537Date: 9-24-19

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: _____)

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

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

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .. ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

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

fence with neighbors

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

Buyer's Initials () CKSeller's Initials X(DA) X()

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

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866 Sonoma Ave



Property Address: 866 Sonoma Ave C, Santa Rosa, CA 95404-6537

Date: _____

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 X *Diane Aquil*
Diane AquilDate 7-29-19Seller X *Jordan Aquil*
Jordan Aquil

Date _____

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) RE/MAX Marketplace
(Please Print)By _____ Date _____
(Associate Licensee or Broker Signature)
Laura deRutte**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: To be completed within 21 days of acceptance

Agent (Broker Obtaining the Offer) Reliance Realty Pros
(Please Print)DocuSigned by: _____
By *Jennifer McGrath* Date 12/26/2019
(Associate Licensee or Broker Signature)
646B4123678347B...**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

Seller X *Diane Aquil* Date 7-29-19 Buyer *Carrie Kronberg* Date 12/26/2019
Diane Aquil
3A711D241B6D4E1...

Seller X *Jordan Aquil* Date _____ Buyer _____ Date _____
Jordan Aquil

Agent (Broker Representing Seller) RE/MAX Marketplace
(Please Print)By _____ Date _____
(Associate Licensee or Broker Signature)
DocuSigned by: Laura deRutteAgent (Broker Obtaining the Offer) Reliance Realty Pros
(Please Print)By *Jennifer McGrath* Date 12/26/2019
(Associate Licensee or Broker Signature)
646B4123678347B...**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.**

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TDS REVISED 4/14 (PAGE 3 OF 3)

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

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866 Sonoma Ave





CALIFORNIA
ASSOCIATION
OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

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

I. Seller makes the following disclosures with regard to the real property or manufactured home described as
866 Sonoma Ave C, Assessor's Parcel No. _____,
situated in Santa Rosa, County of Sonoma, California ("Property").

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

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

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

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

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

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

- | | | |
|--|------------------------------|--|
| 1. Within the last 3 years, the death of an occupant of the Property upon the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. The release of an illegal controlled substance on or beneath the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Whether the Property is located in or adjacent to an "industrial use" zone | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, a zone or district allowing manufacturing, commercial or airport uses.) | | |
| 5. Whether the Property is affected by a nuisance created by an "industrial use" zone. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Whether the Property is located within 1 mile of a former federal or state ordnance location. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, an area once used for military training purposes that may contain potentially explosive munitions.) | | |
| 7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Insurance claims affecting the Property within the past 5 years | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Matters affecting title of the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 10. Material facts or defects affecting the Property not otherwise disclosed to Buyer | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Explanation, or ☐ (if checked) see attached; _____

Buyer's Initials () (CK)

Seller's Initials X(DA) X()

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SPQ REVISED 6/18 (PAGE 1 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

RE/MAX Marketplace, 3128 Old Redwood Hwy, Cotati, CA 94931
Laura deRutte

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 7674795085

Fax:



866 Sonoma Ave

Property Address: 866 Sonoma Ave C, Santa Rosa, CA 95404-6537

Date: _____

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

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☒ No
2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
4. Any part of the Property being painted within the past 12 months ☐ Yes ☒ No
5. Whether the Property was built before 1978. unknown ☐ Yes ☒ No
 - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed? ☐ Yes ☐ No
 - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ☐ Yes ☐ No

Explanation: _____

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

1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☐ Yes ☒ No
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ☐ Yes ☒ No
3. An alternative septic system on or serving the Property ☐ Yes ☒ No

Explanation: _____

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

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

Explanation: _____

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

1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☐ Yes ☒ No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ☐ Yes ☒ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

Explanation: _____

F. PETS, ANIMALS AND PESTS:**ARE YOU (SELLER) AWARE OF...**

1. Pets on or in the Property ☐ Yes ☒ No
2. Problems with livestock, wildlife, insects or pests on or in the Property ☐ Yes ☒ No
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. ☐ Yes ☒ No
If so, when and by whom _____

Explanation: _____

Buyer's Initials () CKSeller's Initials X () X ()

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

866 Sonoma Ave



Property Address: 866 Sonoma Ave C, Santa Rosa, CA 95404-6537

Date: _____

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**ARE YOU (SELLER) AWARE OF...**

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

Explanation: _____

H. LANDSCAPING, POOL AND SPA:**ARE YOU (SELLER) AWARE OF...**

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

Explanation: _____

I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)**ARE YOU (SELLER) AWARE OF...**

1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. ☐ Yes ☒ No
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ☐ Yes ☐ No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. ☐ Yes ☐ No

Explanation: _____

J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:**ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ☒ Yes ☐ No
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ☐ Yes ☒ No
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ☐ Yes ☒ No
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ☐ Yes ☒ No

Explanation: rent - occupied**K. NEIGHBORHOOD:****ARE YOU (SELLER) AWARE OF...**

1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

Buyer's Initials () CK

Seller's Initials X() X()

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)



Property Address: 866 Sonoma Ave C, Santa Rosa, CA 95404-6537

Date: _____

freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☒ Yes ☐ No

Explanation: Sonoma Ave. Busy Streetadjacent to Cervantes court**L. GOVERNMENTAL:****ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. ☒ Yes ☐ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No

Explanation: Calif. Rent Control & Unlawful Rent Control**M. OTHER:****ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. ☐ Yes ☒ No
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. ☐ Yes ☒ No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: _____

VI. ☐ (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

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

Seller X Diane Aquil Date 9-24-15
 Seller X Jordan Aquil Date _____

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

Buyer Carrie Kronberg Date 12/26/2019
 Buyer _____ Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020

SPQ REVISED 6/18 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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866 Sonoma Ave





CALIFORNIA
ASSOCIATION
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REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF
Santa Rosa, **COUNTY OF** Sonoma, **STATE OF CALIFORNIA,**
DESCRIBED AS 866 Sonoma Ave Santa Rosa, CA 95404-6537

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) 9-25-19. **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: _____

II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property.

A. The subject property has the items checked below: *

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

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

(*see note on page 2)

Buyer's Initials CK
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Seller's Initials X(DL) X()



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

RE/MAX Marketplace, 8220 Old Redwood Hwy Cotati CA 94931
Laura deRutte

Phone: 707.479.5885 Fax: _____
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866 Sonoma Ave

Property Address: 866 Sonoma Ave B, Santa Rosa, CA 95404-6537

Date: _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: _____)

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

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

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .. ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

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

None boundary neighbors

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

Buyer's Initials () CKSeller's Initials X() X() DA

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

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866 Sonoma Ave



Property Address: 866 Sonoma Ave B, Santa Rosa, CA 95404-6537

Date: _____

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 X *[Signature]*
Diane AquilDate 9/24/19Seller X _____
Jordan Aquil

Date _____

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) RE/MAX Marketplace
(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

Laura deRutte**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: To be completed within 21 days of acceptance

Agent (Broker Obtaining the Offer) Reliance Realty Pros
(Please Print)

By _____

[Signature]
(Associate Licensee or Broker Signature)Date 12/26/2019**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**Seller X *[Signature]* Date 9/24/19 Buyer *[Signature]* Date 12/26/2019
Diane AquilSeller X _____ Date _____ Buyer 3A711D241B6D4E1... Date _____
Jordan AquilAgent (Broker Representing Seller) RE/MAX Marketplace
(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

DocuSigned by: Laura deRutteAgent (Broker Obtaining the Offer) Reliance Realty Pros
(Please Print)

By _____

[Signature]
(Associate Licensee or Broker Signature)Date 12/26/2019**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.**

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

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866 Sonoma Ave





CALIFORNIA
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SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

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

I. Seller makes the following disclosures with regard to the real property or manufactured home described as
866 Sonoma Ave, Assessor's Parcel No. _____,
situated in Santa Rosa, County of Sonoma, California ("Property").

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

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

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

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

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

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

- | | | |
|--|------------------------------|--|
| 1. Within the last 3 years, the death of an occupant of the Property upon the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. The release of an illegal controlled substance on or beneath the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Whether the Property is located in or adjacent to an "industrial use" zone | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, a zone or district allowing manufacturing, commercial or airport uses.) | | |
| 5. Whether the Property is affected by a nuisance created by an "industrial use" zone. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Whether the Property is located within 1 mile of a former federal or state ordnance location. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, an area once used for military training purposes that may contain potentially explosive munitions.) | | |
| 7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Insurance claims affecting the Property within the past 5 years | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Matters affecting title of the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 10. Material facts or defects affecting the Property not otherwise disclosed to Buyer | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Explanation, or ☐ (if checked) see attached; _____

Buyer's Initials () (CK)

Seller's Initials X(AK) X()

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

RE/MAX Marketplace, 8220 Old Redwood Hwy Cotati CA 94931
Laura deRutte

Phone: 707-479-5885
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Fax:



866 Sonoma Ave

Property Address: 866 Sonoma Ave A, Santa Rosa, CA 95404-6537

Date: _____

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

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☒ No
2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
4. Any part of the Property being painted within the past 12 months. ☐ Yes ☒ No
5. Whether the Property was built before 1978. ☐ Yes ☒ No
 - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed. Unknown ☐ Yes ☐ No
 - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ☐ Yes ☐ No

Explanation: _____

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

1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☐ Yes ☒ No
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ☐ Yes ☒ No
3. An alternative septic system on or serving the Property. ☐ Yes ☒ No

Explanation: _____

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

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

Explanation: _____

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

1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☐ Yes ☒ No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ☐ Yes ☒ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

Explanation: _____

F. PETS, ANIMALS AND PESTS:**ARE YOU (SELLER) AWARE OF...**

1. Pets on or in the Property ☐ Yes ☒ No
 2. Problems with livestock, wildlife, insects or pests on or in the Property ☐ Yes ☒ No
 3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
 4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. ☐ Yes ☒ No
- If so, when and by whom _____

Explanation: _____

Buyer's Initials () (CK)Seller's Initials X (JA) X ()

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866 Sonoma Ave



Property Address: 866 Sonoma Ave A, Santa Rosa, CA 95404-6537

Date: _____

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**ARE YOU (SELLER) AWARE OF...**

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

Explanation: _____

H. LANDSCAPING, POOL AND SPA:**ARE YOU (SELLER) AWARE OF...**

1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No
2. Operational sprinklers on the Property ☒ Yes ☐ No
 - (a) If yes, are they ☒ automatic or ☐ manually operated.
 - (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ... ☒ Yes ☐ No
3. A pool heater on the Property ☐ Yes ☐ No

If yes, is it operational? ☐ Yes ☐ No
4. A spa heater on the Property ☐ Yes ☒ No

If yes, is it operational? ☐ Yes ☐ No
5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☐ Yes ☒ No

Explanation: _____

I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)**ARE YOU (SELLER) AWARE OF...**

1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. ☐ Yes ☒ No
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ☐ Yes ☒ No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. ☐ Yes ☒ No

Explanation: _____

J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:**ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ☒ Yes ☐ No
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ☐ Yes ☒ No
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ☐ Yes ☒ No
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ☐ Yes ☒ No

Explanation: tenant**K. NEIGHBORHOOD:****ARE YOU (SELLER) AWARE OF...**

1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

Buyer's Initials () CKSeller's Initials X(DA) X()

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)



Property Address: 866 Sonoma Ave A, Santa Rosa, CA 95404-6537

Date: _____

freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☒ Yes ☐ No

Explanation: Located on Sonoma Ave. adjacent to Commercial zone.**L. GOVERNMENTAL:****ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. ☒ Yes ☒ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No

Explanation: Calif State Rental Control; wildfire removal.**M. OTHER:****ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. ☐ Yes ☒ No
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. ☐ Yes ☒ No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: _____

VI. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

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

Seller ☒ Diane Aquino

Diane Aquino

Date

7-27-19Seller ☒ Jordan Aquino

Jordan Aquino

Date

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

Buyer Carrie KronbergDate 12/26/2019Buyer 3A714D241B6D4E1

Date

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SPQ REVISED 6/18 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

866 Sonoma Ave



Martin

Registration number: 7072173260
2024 blacksmith way
Santa Rosa ca 95407
M: 7072173260
martinramirez204@gmail.com

Estimate

Estimate # 90
Date: Mar 14, 2019
Due date: Mar 28, 2019

Bill To

Timely Property Management
2425 Cleveland Avenue
suit240 Santa Rosa ca 95403
P: 7075889200
F: 7075455525
timelypm@gmail.com

#	Items	Qty	Unit cost	Total
1	bid for 866 removed concrete 1.. Break down and remove existing concrete, haul away and gravel property throughout.\$2500	1	\$2,500.00	\$2,500.00

Subtotal: \$2,500.00

Payment Options

Make checks payable to
Martin ramirez

Total: \$2,500.00



Timely Properties, Inc.

Period: 10 Aug 2019-10 Sep 2019

2425 Cleveland Avenue
Suite 240
Santa Rosa, CA 95403

Owner Statement



Diane Aqui

866 Sonoma Ave.
Santa Rosa, CA 95404



Properties

866SONOMA - 866 Sonoma
Santa Rosa, CA 95404

Date	Payee / Payer	Type	Reference	Description	Income	Expense	Balance
				Beginning Cash Balance as of 08/10/2019			300.00
09/03/2019	Margaret DeMaria	Receipt	3551	866 Sonoma Ave. Unit C - Rent - September 2019	1,500.00		1,800.00
09/03/2019	Rebecca Ennis	Receipt	2543484573	866 Sonoma Ave. Unit D - Rent - September 2019	1,475.00		3,275.00
09/04/2019	Martin Ramirez	Check	22902	Landscaping - Monthly Landscaping - September 2019		200.00	3,075.00
09/06/2019	Diane Aqui	ACH payment		Owner Distribution - Owner payment for 09/2019		2,596.50	478.50
09/06/2019	Timely Properties, Inc.	Check	22887	Management Fee - Management Fee for 09/2019		178.50	300.00
				Ending Cash Balance			300.00
Total					2,975.00	2,975.00	

Property Cash Summary

Required Reserves	300.00
Prepayments	0.00
Work Order Estimates	0.00

Acknowledgement of Receipt
12/26/2019

DocuSigned by:

3A711D241B6D4E1...