



REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE SECTION 1102, ET SEQ.)

(C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Jose, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS 2403 Sequester Ct, San Jose, CA 95133-2740

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) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller is is not occupying the property.

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

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input checked="" 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 checked="" 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 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 type="checkbox"/> Gas Supply: |
| <input type="checkbox"/> Fire Alarm | <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) |
| <input type="checkbox"/> TV Antenna | <input checked="" 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 Kitchen 220 Volt Wiring in laundry Fireplace(s) in _____
 Gas Starter _____ Roof(s): Type: Ale Age: 38 (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): dish wash

(*see note on page 2)

Buyer's Initials _____

Seller's Initials JW 10/5/21

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

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

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

(Describe: _____)

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 of the Civil Code threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 of the Civil Code threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 of the Civil Code threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 of the Civil Code 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, 2, 13 - Cond -

- 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 () ()

Seller's Initials JS 10/5/21



Property Address: 2403 Sequester Ct, San Jose, CA 95133-2740

Date: X 10-5-21

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 Glenda Salazar

Date X 10-05-21

Seller _____ Date _____

III. AGENT'S INSPECTION DISCLOSURE

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

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

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: see attached Agent Visual inspection page 2 of 3

Agent (Broker Representing Seller) Supreme Realty
(Please Print)

By Ramiro Rodriguez
(Associate Licensee or Broker Signature)
Ramiro Rodriguez

Date 10-5-2021

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Obtaining the Offer) _____
(Please Print)

By _____
(Associate Licensee or Broker Signature)

Date _____

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 Glenda Salazar Date 10/5/21 Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Supreme Realty
(Please Print)

By Ramiro Rodriguez
(Associate Licensee or Broker Signature)
Ramiro Rodriguez

Date 10-5-2021

Agent (Broker Obtaining the Offer) _____
(Please Print)

By _____
(Associate Licensee or Broker Signature)

Date _____

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)





**AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**
For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/19)

This inspection disclosure concerns the residential property situated in the City of San Jose, County of _____, State of California, described as 2403 Sequester Ct

_____) ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # _____. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Supreme Realty

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer's Initials () ()

Seller's Initials JS ()

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

Inspection Performed By (Real Estate Broker Firm Name) Supreme Realty

Inspection Date/Time: 10/5/2021 Weather conditions: Fair

Other persons present: owner

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

Entry (excluding common areas): _____

Living Room: ceiling repaired

Dining Room: _____

Kitchen: light plastic covers cracks

Other Room: _____

Hall/Stairs (excluding common areas): _____

Bedroom # 1 : Minor wall repairs

Bedroom # 2 : Hallway - ceiling repaired

Bedroom # _____ :

Bath # 1 :

Bath # 2 :

Bath # _____ :

Other Room: _____

Buyer's Initials () ()

Seller's Initials (JW) ()



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____ .

Other Room: _____

Other: _____

Other: _____

Other: _____

See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): _____

Exterior Building and Yard - Front/Sides/Back: _____

Other Observed or Known Conditions Not Specified Above: _____

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.
Real Estate Broker (Firm who performed the Inspection) Supreme Realty
By Ramiro Rodriguez Ramiro Rodriguez Date 10-5-21
(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

SELLER Glenda Salazar [Signature] Date 10-5-21
SELLER _____ Date _____
BUYER _____ Date _____
BUYER _____ Date _____

Real Estate Broker (Firm Representing Seller) Supreme Realty
By Ramiro Rodriguez Ramiro Rodriguez Date 10-5-21
(Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) _____
By _____ Date _____
(Associate Licensee or Broker Signature)

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AVID REVISED 6/19 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)





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.

Seller makes the following disclosures with regard to the real property or manufactured home described as 2403
Sequester Ct, Assessor's Parcel No. X 254-66-027, situated
in San Jose, County of SANTA CLARA California ("Property").

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

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

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

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

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

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section 18.

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

- | | | |
|--|---|--|
| A. Within the last 3 years, the death of an occupant of the Property upon the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| B. 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 |
| C. The release of an illegal controlled substance on or beneath the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| D. 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.) | | |
| E. Whether the Property is affected by a nuisance created by an "industrial use" zone | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| F. 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.) | | |
| G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| H. Insurance claims affecting the Property within the past 5 years | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| I. Matters affecting title of the Property | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| J. Material facts or defects affecting the Property not otherwise disclosed to Buyer | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| K. 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 () ()

Seller's Initials fr () ()

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SPQ REVISED 6/18 (PAGE 1 OF 4)



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

6. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims)
B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy?
C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)
D. Any part of the Property being painted within the past 12 months
E. Whether the Property was built before 1978
(a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed.
(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule?

Explanation: D. Interior painting in walls

7. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances
B. 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)
C. An alternative septic system on or serving the Property

Explanation: A. Living room ceiling patch for removal of ceiling fan NOT to code. Dishwasher never been used since purchased in 2000.

8. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs

Explanation:

9. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. 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
B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property
C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood

Explanation: A. Hallway bath ceiling repaired. Upstairs plumbing leak.

10. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Pets on or in the Property
B. Problems with livestock, wildlife, insects or pests on or in the Property
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above
If so, when and by whom

Explanation:

11. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage

Buyer's Initials () ()
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Seller's Initials (JW) ()



Property Address: 2403 Sequester Ct, San Jose, CA 95133-2740

C. Use of any neighboring property by you Yes No
Explanation: _____

12. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
B. Operational sprinklers on the Property Yes No
(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
C. A pool heater on the Property Yes No
If yes, is it operational? Yes No
D. A spa heater on the Property Yes No
If yes, is it operational? Yes No
E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No
Explanation: _____

13. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

A. 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
B. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property Yes No
C. 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: _____

14. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

A. Any other person or entity on title other than Seller(s) signing this form Yes No
B. Leases, options or claims affecting or relating to title or use of the Property Yes No
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
D. 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
E. 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
F. 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: _____

15. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No
Explanation: _____

Buyer's Initials () ()
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Seller's Initials (W) ()

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)



16. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- D. 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
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- F. 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
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Yes No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No
- I. 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: _____

17. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. 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.)
- B. Any occupant of the Property smoking any substance on or in the Property Yes No
- C. 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: _____

18. (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 *Glenda Salazar* Date 10-05-21
 Seller _____ Date _____

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

Buyer _____ Date _____
 Buyer _____ Date _____

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Property Address: 2403 Sequester Ct, San Jose, CA 95133-2740
 Owner of Property: Glenda Salazar ("Seller")
 Owner's Mailing Address: 2403 Sequester Ct, San Jose, CA 95133
 (If known or different from property address)
 To: Homeowner Association _____ ("HOA")

I. HOA'S MUST DELIVER THE REQUESTED DOCUMENTS WITHIN 10 DAYS OF SELLER'S REQUEST (CIVIL CODE SECTION 4530(a)).

California Civil Code section 4525 requires sellers to provide buyers of a condominium unit or an interest in a cooperative or planned unit development, at the time of sale, a financial disclosure statement detailing the project's income, expenses, and operating budget for the current fiscal year, as well as a true written statement from an association representative as to unpaid current and special assessments, late charges and fines and penalties or liens on the unit for sale. California Civil Code section 4530 requires the Homeowner Association (HOA) to provide such information to sellers upon written request.

Seller requests: **Within 10 calendar days from receipt of this request**, please provide to Seller answers to the questions on Section II and the items and information listed on HOA-RS and HOA-RN at the address indicated above or to

Date: 10-5-21 Seller or Seller's Agent: _____

- II. 1. This HOA is self-managed or professionally managed.
 2. There are _____ units in total. Of those, _____ are owner-occupied and _____ are tenant-occupied. Of the total units, does any owner own more than 1 unit? Yes No. If yes, please describe _____
 3. Does the HOA have any commercial units? Yes No. If yes, please identify _____
 4. The current regular assessment for this unit is \$ _____ per month or (if checked) quarter year
 a. The following regular assessment change to \$ _____ has been approved, effective _____
 b. The current balance of the HOA operating account is \$ _____, as of _____
 c. The HOA (if checked) maintains a separate reserve account with a balance of \$ _____ as of _____
 d. There are no delinquent assessments, penalties, attorney fees or any other charges due with respect to any unit, except for _____
 e. The following special assessment has been approved by the HOA:
 i. Description _____
 ii. Amount payable by subject unit \$ _____, due date or payment schedule _____
 f. The HOA anticipates the following special assessments (that have not yet been approved) for maintenance/repairs or to increase reserves: _____
 5. There is, is not, pending or anticipated litigation or claims affecting the HOA. If so, attach a description.
 6. The HOA has, has not, maintained financial statements as required by Civil Code section 5300 (See page 2 for section 5300 requirements). Financial records are maintained by _____
 7. The HOA charges the following fees and/or holds deposits for transfers of ownership \$ _____ move-ins \$ _____
 move-outs \$ _____ refundable move deposits \$ _____ Other \$ _____
 8. The HOA does does not have separate rules and regulations, in addition to the CCRs.

Signature _____ Position _____ Homeowner Association _____
 Print Name _____ Date _____ Telephone _____

By signing below, the undersigned Seller(s) are making the above request of the HOA and acknowledge that each has read, understands and has received a copy of this Homeowner Association Information Request.

Date 10-05-21 Seller Glenda Salazar
 Date _____ Seller _____



California Civil Code Section 5300 provides that the HOA financial statements should contain, among other things:

- (1) A pro forma operating budget, showing the estimated revenue and expenses on an accrual basis.
- (2) A summary of the association's reserves, prepared pursuant to Section 5565.
- (3) A summary of the reserve funding plan adopted by the board, as specified in paragraph (5) of subdivision (b) of Section 5550. The summary shall include notice to members that the full reserve study plan is available upon request, and the association shall provide the full reserve plan to any member upon request.
- (4) A statement as to whether the board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.
- (5) A statement as to whether the board, has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor. If so, the statement shall also set out the estimated amount, commencement date, and duration of the assessment.
- (6) A statement as to the mechanism or mechanisms by which the board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral of selected replacements or repairs, or alternative mechanisms.
- (7) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the association is obligated to maintain. The statement shall include, but need not be limited to, reserve calculations made using the formula described in paragraph (4) of subdivision (b) of Section 5570, and may not assume a rate of return on cash reserves in excess of 2 percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.
- (8) A statement as to whether the association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.
- (9) A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies.
- (10) When the common interest development is a condominium project, a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project.
- (11) When the common interest development is a condominium project, a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project.

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HOMEOWNER ASSOCIATION INFORMATION REQUEST (HOA-IR PAGE 2 OF 2)