



RENTAL PROPERTY OWNER DISCLOSURE
(INTENDED TO BE PROVIDED WITH A LEASE LISTING OR PROPERTY
MANAGEMENT AGREEMENT)
(C.A.R. Form RPOD, 12/22)

Rental Property Owner, Gary Kearney ("RPO")
 makes the following disclosures with regard to the real property described as 5634 Noel Drive,
 Unit # _____, situated in Temple City, County of Los Angeles, California ("Premises").
 RPO authorizes the disclosures made on this form to be used to supplement the terms of a residential lease or rental with a tenant
 (lessee) and, if applicable, a lease listing or property management agreement with a broker.

- 1. Disclosure Limitation:** The following are representations made by the RPO and are not the representations of the agent(s), if any. This Disclosure is not a warranty of any kind by the RPO or any agent(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. 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 RPO. A real estate broker is qualified to advise on real estate transactions.
- 2. Note to RPO, PURPOSE:** To provide a broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.
 - Answer based on actual knowledge and recollection.
 - Something that you do not consider material may be perceived differently by others.
 - Think about what you would want to know if you were leasing or renting the Premises.
 - Read the questions carefully and take your time.
- 3. RPO's AWARENESS:** For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph XX.

4. STATUTORILY REQUIRED DISCLOSURES:

A. LEAD-BASED PAINT:

ARE YOU (RPO) AWARE OF...

- (1) Whether the Premises currently has any lead-based paint..... ☐ Yes ☒ No
- (2) Whether the Premises was constructed prior to January 1, 1978..... ☒ Yes ☐ No
- (A) If built before 1978, were any renovations (i.e. sanding, cutting, demolition) of lead-based paint surfaces started or complete (if, No, leave (B) blank)..... ☐ Yes ☒ No
- (B) If Yes to (A), were such renovations done in compliance with Environmental Protection Agency Lead-Based Paint Renovation Rule..... ☐ Yes ☐ No
- (C) If built before 1978, does RPO have any reports or records pertaining to lead-based paint or lead based paint hazards in the Premises..... ☐ Yes ☒ No

Explanation: _____

B. WATER CONSERVING PLUMBING FIXTURES:

ARE YOU (RPO) AWARE OF...

- Whether the Premises was built prior to January 1, 1994..... ☒ Yes ☐ No
- (1) If Yes, have any plumbing fixtures been installed to be compliant plumbing fixtures as defined by Civil Code §1101.3..... ☒ Yes ☐ No
- (2) If Yes to (1), are there any remaining plumbing fixtures on the Premises that are non-compliant plumbing fixtures..... ☐ Yes ☒ No

Note: §§ 1101.1 - 1101.5 of the Civil Code also requires all commercial and multi-family residential properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Any such property that is altered or improved (either cost of more than \$150,000 or increasing total floor area by more than 10%) is required to be equipped with water-conserving plumbing fixtures as a condition of final approval.

Explanation: _____

C. WATER HEATERS:

ARE YOU (RPO) AWARE OF...

- Whether any standard water heater with a capacity of not more than 120 gallons is NOT braced, anchored, or strapped in place in accordance with applicable law..... ☐ Yes ☒ No

Explanation: _____

D. METH CONTAMINATION:

ARE YOU (RPO) AWARE OF...

- Whether RPO has received an Order from a government health official identifying the Premises as being contaminated by methamphetamine..... ☐ Yes ☒ No
- (1) If yes, has any contamination specified in the order not been remedied..... ☐ Yes ☐ No
- (2) If yes, RPO will provide a copy of the Order to Property Manager or Tenant (Lessee), as applicable, within 3 days of providing this Disclosure to Property Manager or Tenant (Lessee).

Explanation: _____

E. PERIODIC PEST CONTROL:

ARE YOU (RPO) AWARE OF...

- Whether the Premises is covered by a contract for periodic pest control treatment of the Premises..... ☒ Yes ☐ No
- (1) If yes, RPO will provide a copy of the notice given by the pest control company.

Explanation: _____



F. WATER SUBMETERS:**ARE YOU (RPO) AWARE OF...**

Whether the Premises contains two or more units served by a single water meter and Owner has installed a submeter to measure and charge each individual unit for water usage..... ☐ Yes ☒ No

(1) If yes, RPO agrees to comply with Civil Code §§ 1954.201 through 1954.219 and to provide and authorizes the Property Manager to provide the required Water Submeter Notice (C.A.R. Form WSM).

Explanation: _____

G. POOL/SPA SAFETY:**ARE YOU (RPO) AWARE OF...**

Whether there is a pool or spa on the Premises..... ☐ Yes ☒ No

(1) If yes, does any pool or spa on the Premises NOT have an approved anti-entrapment drain cover... ☐ Yes ☐ No

(2) If yes, are there any other safety features installed on the Premises, such as gates, alarms, or keyed or coded access? ☐ Yes ☐ No

Explanation: _____

H. DEATH ON PREMISES:**ARE YOU (RPO) AWARE OF...**

Whether an occupant of the Premises died on the Premises within the last 3 years..... ☐ Yes ☒ No

(1) If yes, does RPO know the manner of death..... ☐ Yes ☐ No

(2) If Yes to (1), RPO should disclose the manner of death except for death due to HIV/AIDS.

Explanation: _____

5. NON-STATUTORY DISCLOSURES:**A. MOLD:****ARE YOU (RPO) AWARE OF...**

(1) Whether the Premises was treated for elevated levels of mold which was previously detected..... ☐ Yes ☒ No

(A) If yes, the Premises was treated on _____ (date) at the following location(s): _____

(2) Does RPO have any knowledge of elevated levels of mold currently in the Premises..... ☐ Yes ☒ No

(3) Does RPO have any reports or records pertaining to elevated levels of mold in the Premises..... ☐ Yes ☒ No

Explanation: _____

B. ASBESTOS:**ARE YOU (RPO) AWARE OF...**

(1) Whether asbestos was ever removed from the Premises..... ☐ Yes ☒ No

(A) If yes, the Premises was treated on _____ (date) at the following location(s): _____

(2) Does RPO have any knowledge of the presence of asbestos currently in the Premises..... ☐ Yes ☒ No

(3) Does RPO have any reports or records pertaining to asbestos on the Premises..... ☐ Yes ☒ No

Explanation: _____

C. CARBON MONOXIDE DETECTORS:**ARE YOU (RPO) AWARE OF...**

Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage..... ☒ Yes ☐ No

(1) If yes, has RPO installed any carbon monoxide detector devices..... ☒ Yes ☐ No

Explanation: _____

D. SMOKE ALARMS:**ARE YOU (RPO) AWARE OF...**

Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor..... ☒ Yes ☐ No

Explanation: _____

E. BED BUG:**ARE YOU (RPO) AWARE OF...**

Whether there is any current infestation of bed bugs..... ☐ Yes ☒ No

Note: RPO acknowledges that beginning July 1, 2017, for new tenants and January 1, 2018 for existing tenants, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). RPO further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation.

Explanation: _____

F. PROPOSITION 65 WARNING NOTICE:**ARE YOU (RPO) AWARE OF...**

Whether a Proposition 65 warning notice has been posted on the Premises..... ☐ Yes ☒ No

Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both employees of the RPO or Property Manager.

Explanation: _____

G. GAS METER(S):**ARE YOU (RPO) AWARE OF...**

Whether there are separate gas meters for different rental units on the Premises..... ☒ Yes ☐ No

(1) If yes, specify which unit(s) have separate gas meters.

(2) Specify which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.

Explanation: _____



H. ELECTRIC METER(S):**ARE YOU (RPO) AWARE OF...**Whether there are separate electric meters for different rental units on the Premises..... ☒ Yes ☐ No

(1) If yes, specify which unit(s) have separate electric meters.

Explanation: _____

I. WATER METER(S):**ARE YOU (RPO) AWARE OF...**Whether the water meter(s) servicing the Premises are equipped with a shutoff safety valve..... ☐ Yes ☒ No

(1) If yes, specify the location of the shutoff valves

Explanation: _____

J. PERMITS:**ARE YOU (RPO) AWARE OF...**(1) Whether any residential unit(s) on the Premises do not contain all permits and governmental approvals needed to lawfully lease or rent any such dwelling..... ☐ Yes ☒ No(2) Any room additions, structural modification, or other alterations or repairs made without necessary permits... ☐ Yes ☒ No

Explanation: _____

K. PARKING:**ARE YOU (RPO) AWARE OF...**Whether Premises contains any on site parking..... ☒ Yes ☐ No(1) If yes, are the parking spots ☒ assigned to specific units or ☐ first come, first served(2) If yes, is there an additional charge for on site parking..... ☐ Yes ☒ No

Explanation: _____

L. STORAGE:**ARE YOU (RPO) AWARE OF...**Whether Premises contains any on site storage space apart from the rental unit..... ☒ Yes ☐ No(1) If yes, are the storage spaces ☒ assigned or ☐ first come, first served(2) If yes, is there an additional charge for on site storage..... ☐ Yes ☒ No

Explanation: _____

M. TRASH PICKUP:**ARE YOU (RPO) AWARE OF...**Whether the Premises contains scheduled trash pickup..... ☒ Yes ☐ No

(1) If yes, what are the days on which trash pickup is scheduled

(2) If yes, specify any specific restrictions or obligations regarding trash recycling or separation

Explanation: _____

N. LAWN WATERING:**ARE YOU (RPO) AWARE OF...**Whether the tenants are obligated to water any lawns or other landscaping on the Premises..... ☐ Yes ☒ No

(1) If yes, what are any local watering restrictions limiting the amount or frequency of any watering?

Explanation: _____

O. PETS:**ARE YOU (RPO) AWARE OF...**(1) Whether the RPO maintains a "pet policy" for the Premises..... ☒ Yes ☐ No

(2) If yes, what are the specifics or limitations of any such policy

Explanation: _____

P. KEYS**ARE YOU (RPO) AWARE OF...**(1) Whether the Premises has been re-keyed since the previous occupant vacated..... ☒ Yes ☐ No(2) Whether additional keys are needed to access the amenities provided with the premises, such as other doors, mailboxes, pools, laundry rooms, storage units, or other areas..... ☐ Yes ☒ No(3) Whether there are any garage door or gate openers/remotes..... ☐ Yes ☒ No

Explanation: _____

Q. MAILBOXES:**ARE YOU (RPO) AWARE OF...**Whether the Premises contains separate individual mailboxes for the units..... ☒ Yes ☐ No(1) If yes, are the mailboxes keyed or otherwise separately secured..... ☐ Yes ☒ No

(2) Specify the location of any mailboxes

Explanation: _____

R. LAUNDRY ROOM/APPLIANCES:**ARE YOU (RPO) AWARE OF...**(1) Whether the Premises contains a separate or community laundry room..... ☒ Yes ☐ No

(A) If yes, specify whether laundry appliances provided for use by the tenants or are the tenants required to provide their own machines

(2) If RPO provides appliances, are they leased by a third party vendor..... ☐ Yes ☒ No(3) If RPO provides appliances, will RPO be responsible for replacement or maintenance..... ☒ Yes ☐ No

Explanation: _____



S. HOMEOWNER ASSOCIATION/CONDOMINIUM/PLANNED DEVELOPMENT**ARE YOU (RPO) AWARE OF...**Whether the Premises is a condominium or is located in a planned development, other common interest development or otherwise subject to covenants, conditions, and restrictions..... ☐ Yes ☒ No

(1) If yes, provide any known restrictions on rentals or use of the Premises

(2) If yes, provide any contact information for the HOA or other entity

(3) If yes, rules and CC&Rs may need to be provided.

Explanation: _____

T. OTHER MATERIAL FACTS:**ARE YOU (RPO) AWARE OF...**Any other material facts affecting the Premises..... ☐ Yes ☒ No

Explanation: _____


RPO represents that RPO 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 RPO's knowledge as of the date signed by RPO. RPO acknowledges (i) RPO'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 RPO relieves RPO from their own duty of disclosure.

Rental Property Owner  Date 4/7/2023

Rental Property Owner _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER DISCLOSUREReal Estate Broker  , By Cynthia Cohn Date 4/6/2023

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**RPOD 12/22 (PAGE 4 OF 4)****RENTAL PROPERTY OWNER DISCLOSURE (RPOD PAGE 4 OF 4)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

The Kearney



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Landlords
- Sublessors
- Real estate licensees
- Real estate brokerage firms
- Property managers
- Mobilehome parks
- Homeowners Associations ("HOAs");
- Banks and Mortgage lenders
- Insurance companies
- Government housing services
- Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

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Cynthia Cohn

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The Kearney



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a physical disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

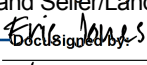
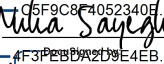
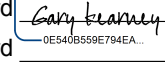
11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant		Date	5/2/2023
Buyer/Tenant		Date	5/2/2023
Seller/Landlord		Date	4/7/2023
Seller/Landlord		Date	

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

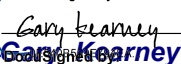
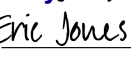
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant	 DocuSigned by: GARY KEARNEY	Date	4/7/2023
Buyer/Seller/Landlord/Tenant	 DocuSigned by: Eric Jones	Date	5/2/2023

C5F9C8F4052340E... 4F3FEBDA2D9E4EB...

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



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

(C.A.R. Form PRBS, Revised 12/21)

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.

DocuSigned by: Seller Gary Kearney Date 4/7/2023
 DocuSigned by: Seller Gary Kearney Date _____
 DocuSigned by: Buyer Erin Jones Date 5/2/2023
 DocuSigned by: Buyer Erin Jones Date 5/2/2023
 DocuSigned by: Buyer's Brokerage Firm Cynthia Cohn & Associates, Inc. DRE Lic # _____ Date _____
 DocuSigned by: Buyer's Brokerage Firm Kerri Ross Terrell DRE Lic # 01201705 Date 5/1/2023
 DocuSigned by: Seller's Brokerage Firm Cynthia Cohn & Associates, Inc. DRE Lic # 02089483 Date _____
 DocuSigned by: By Cynthia Cohn DRE Lic # 01329698 Date 4/6/2023

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PRBS REVISED 12/21 (PAGE 1 OF 1)

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

Cynthia Cohn & Associates, Inc., 3016 E Colorado Blvd., #70063 Pasadena CA 91107
 Cynthia Cohn

Phone: 6267146808
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
 Fax: www.lwolf.com

The Kearney



CALIFORNIA
ASSOCIATION
OF REALTORS®

RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as 5634 Noel Drive, Temple City, CA 91780 in which _____ is referred to as "Tenant" and Gary Kearney is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
 - A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
 - C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
 - D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
 - E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
 - F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
 - G. Assigning or subletting the premises in violation of the Tenant's lease.
 - H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
 - I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
 - J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.
2. **"No-fault" Reasons:**
- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
 - B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
 - C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
 - D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.
3. **Just Cause Notices:**
- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
 - B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant	<u>Eric Jones</u> DocuSigned by: C6F9C8F4052340E...	Date	<u>5/2/2023</u>
Tenant	<u>Nisha Samra</u> DocuSigned by: 4F3FEBDA2D9E4EB...	Date	<u>5/2/2023</u>
Landlord	<u>Gary Kearney</u> DocuSigned by: 0E540B559E794EA...	Date	<u>4/7/2023</u>
Landlord		Date	

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**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR
☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____,
 dated 04/05/2023, on property known as: 5634 Noel Drive, Temple City, CA 91780 ("Property")
 in which _____ is referred to as Buyer or Tenant
 and Gary Kearney is referred to as Seller or Landlord.
 Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

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

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

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

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Signed by: Gary Kearney
 Seller or Landlord Gary Kearney

4/7/2023

Date

Seller or Landlord

Date

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LPD 12/21 (PAGE 1 OF 2)

Tenant's Initials

DS
EJ

DS
MS

Buyer's Initials

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

Cynthia Cohn & Associates, Inc., 3016 E Colorado Blvd., #70063 Pasadena CA 91107
 Cynthia Cohn

Phone: 6267146808 Fax: _____
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



The Kearney

Property Address: **5634 Noel Drive, Temple City, CA 91780**

Date _____

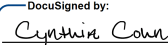
2. LISTING AGENT'S ACKNOWLEDGMENT

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

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

Cynthia Cohn & Associates, Inc.

(Please Print) Agent (Broker representing Seller or Landlord)

DocuSigned by:

 Associate Licensee or Broker Signature
Cynthia Cohn

4/6/2023

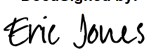
Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

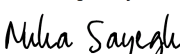
For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct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

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

DocuSigned by:

 Buyer or Tenant

5/2/2023

Date

DocuSigned by:

 Buyer or Tenant

5/2/2023

Date

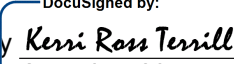
4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Cynthia Cohn & Associates , Inc.

Agent (Broker obtaining the Offer)

DocuSigned by:

 Associate Licensee or Broker Signature

5/1/2023

Date

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LPD 12/21 (PAGE 2 OF 2)

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The Kearney





CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form CMD, 4/12)

Property Address: 5634 Noel Drive, Temple City, CA 91780

1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

- A. Requirements:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- B. Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

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

3. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

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

The undersigned hereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.

Seller/Landlord	DocuSigned by: (Signature) <u>Gary Kearney</u> (Print Name)	Date <u>4/7/2023</u>
Seller/Landlord	DocuSigned by: _____ (Print Name)	Date _____
Buyer/Tenant	DocuSigned by: (Signature) <u>Eric Jones</u> (Print Name)	Date <u>5/2/2023</u>
Buyer/Tenant	DocuSigned by: (Signature) <u>Mila Sayegh</u> (Print Name)	Date <u>5/2/2023</u>

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CMD 4/12 (PAGE 1 OF 1)

CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)



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LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Other _____ ("Agreement"), dated _____, on property located at (Street Address) 5634 Noel Drive (Unit/Apartment) _____ (City) Temple City (State) CA (Zip Code) 91780 ("Premises"), in which _____ is referred to as "Tenant" and Gary Kearney is referred to as "Landlord"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to:
 - A. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
 - B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
 - C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
 - D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
 - E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
 - F. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
 - G. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
 - H. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
 - I. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
 - J. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. ☐ The Premises was previously treated for elevated levels of mold that were detected.
3. ☒ **MOLD AND DAMPNES:** Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

DocuSigned by:		
Tenant (Signature)	<u>Eric Ames</u>	Date <u>5/2/2023</u>
Tenant (Signature)	<u>Maria Saigoh</u>	Date <u>5/2/2023</u>
DocuSigned by:		
Landlord (Signature)	<u>Gary Kearney</u>	Date <u>4/7/2023</u>
Landlord (Signature)	<u>Gary Kearney</u>	Date _____

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LRM REVISED 12/21 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

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Cynthia Cohn

Phone: 6267146808
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
www.lwolf.com

The Kearney



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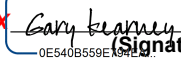
WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: **5634 Noel Drive, Temple City, CA 91780**

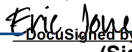
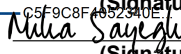
NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

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

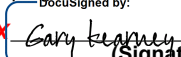
Seller  Gary Kearney Date 4/7/2023
(Signature) (Print Name)
Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this document.

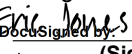
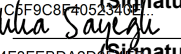
Buyer  Eric Jones Date 5/2/2023
(Signature) (Print Name)
Buyer  Mula Sayeli Date 5/2/2023
(Signature) (Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller  Gary Kearney Date 4/7/2023
(Signature) (Print Name)
Seller _____ Date _____
(Signature) (Print Name)

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

Buyer  Eric Jones Date 5/2/2023
(Signature) (Print Name)
Buyer  Mula Sayeli Date 5/2/2023
(Signature) (Print Name)

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WHSD REVISED 11/10 (PAGE 1 OF 1)

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

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Cynthia Cohn

Phone: 6267146808 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



The Kearney



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KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY

(C.A.R. Form KLA, Revised 4/13)

The undersigned seller and landlord Gary Kearney ("Owner") has entered into an agreement with Cynthia Cohn & Associates, Inc. ("Broker") dated April 5, 2023, to market for sale, lease or rent the real property located at 5634 Noel Drive, Temple City, CA 91780 ("Property").

1. DISCLOSURES REGARDING ACCESS TO AND PROTECTION OF PROPERTY:

- A keysafe/lockbox is designed to hold a key to the above Property, permitting access to the interior of the Property by Broker, other brokers and real estate licensees who are participants of the Multiple Listing Service(s) ("MLS"), authorized appraisers and inspectors, and accompanied persons interested in purchasing, leasing or renting the Property. These individuals may take videos or photographs of the Property. Broker does not have the ability to control or block the taking of and use of images by any such persons.
- MLS rules require a keysafe/lockbox placed on the property to be an MLS approved access device in accordance with the rules of the MLS where the listing has been submitted. Generally, an MLS approved access device is one (i) that is specifically authorized by the MLS or (ii) where use of it provides reasonable and timely access to listed property in accordance with the standards required by the MLS.
- Broker, cooperating brokers and other real estate licensees, the MLS and Associations/Boards of REALTORS® are **not** insurers against injury, theft, loss, vandalism, damage or other harm whether through the use of a keysafe/lockbox or other means. Broker does not maintain insurance to protect Owner or other occupants.
- Broker recommends that Owner and, if applicable, Tenant and other occupants of the Property maintain insurance and take any and all possible precautions and safeguards to protect themselves, other occupants and visitors, their property and belongings, including cash, jewelry, drugs, firearms, and other valuables located on the Property.

2. OWNER PERMISSION FOR USE OF A KEYSAFE/LOCKBOX:

Owner hereby authorizes Broker to use a keysafe/lockbox. If the Property is tenant-occupied, Owner is advised that tenant permission may be required and is recommended. Owner acknowledges receipt of a copy of this document.

Date 4/7/2023
Owner Gary Kearney
Gary Kearney
(Print Name)

Date _____
Owner _____

(Print Name)

3. TENANT PERMISSION TO ACCESS PREMISES:

I am the current tenant of the above referenced Property, and have read the disclosure statements above. In addition to any authority granted in the lease or rental agreement, I agree as follows:

- ☐ Broker may use a keysafe/lockbox.
☐ Broker may show Property as follows:

- ☐ (For Single-Family Dwellings:) Broker may post a "FOR SALE", "FOR LEASE", "FOR RENT" or "SOLD" sign on the Property.

Tenant acknowledges receipt of a copy of this document.

Date 5/2/2023
Tenant Eric Jones
C5F9C8F4052340E...
(Print Name)

Date 5/2/2023
Tenant Misha Samra
4F3FE8DA2D9E4EB...
(Print Name)

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KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY (KLA PAGE 1 OF 1)

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Cynthia Cohn

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Fax:

The Kearney