

# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

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 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.


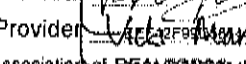
- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords/Housing Providers
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

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;



- 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 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](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://calcivilrights.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/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant		James Steven Burbank	Date	9/4/23
Buyer/Tenant		Jennifer Burbank	Date	9/4/23
Seller/Housing Provider		Bradford M. Martinez	Date	9/5/2023   11:04:11
Seller/Housing Provider		Vicki Lynn Martinez	Date	9/5/2023   11:51:55

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

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 [www.lwof.com](http://www.lwof.com)

518 N Stoneman





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## 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](http://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/](http://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

*Jennifer Burbank*  
Jennifer Burbank

Date

9/4/23

Buyer/Seller/Landlord/Tenant

*James Burbank*  
James Burbank

Date

9/4/23

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*Vicki Martinez*  
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CCPA REVISED 12/22 (PAGE 1 OF 1)

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

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Johnny Aragon

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**COLDWELL BANKER**  
REALTY

## COLDWELL BANKER REALTY PRIVACY NOTICE FOR CALIFORNIA CONSUMERS

In this Privacy Notice for California Consumers (the "Privacy Notice" or "Notice") we provide information for California residents about our collection and use of personal information related to our real estate brokerage and related services ("Services"). This Notice is intended to satisfy our requirement under California privacy laws, including the California Consumer Privacy Act ("CCPA"), to provide privacy notice to California residents at or before the time when we collect their personal information. This Privacy Notice supplements the information contained in our Privacy Policy, located at [coldwellbankerhomes.com/privacy](http://coldwellbankerhomes.com/privacy).

Under the CCPA, "personal information" is any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person. It does not include personal information that is exempt under the CCPA, such as publicly available data as defined by the CCPA, de-identified or aggregated consumer information, or information subject to the Gramm-Leach Bliley Act or the California Financial Information Privacy Act.

### Categories of Personal Information Collected

Our real estate business collects and receives personal information primarily for the purpose of helping you complete your real estate transaction. We may collect personal information directly from you, automatically related to your use of our Services, as well as from third parties, such as business partners, title or escrow companies, lenders or mortgage brokers, and other third parties. Below please find the categories of personal information—as defined by the CCPA—about California residents that we collect, sell, and/or disclose:

Category	Description
<i>Identifiers</i>	Such as real name, postal address, unique personal identifier, online identifier, internet protocol (IP) address, email address, SSN, driver's license number, passport number, or other similar identifiers. *
<i>Customer records (subject to Cal. Civ. Code § 1798.80(e)).</i>	Paper and electronic customer records containing personal information, such as name, signature, SSN, address, telephone number, passport number, driver's license or state identification card number, insurance policy number (e.g., for home/title insurance), education, and employment, as well as sales information such as listing price and purchase price, or other financial information relating to the financing of a real estate transaction (as examples, information provided to an agent by a lender or mortgage broker; information related to the verification of a down payment typically required by a real estate purchase agreement; or information provided to an agent when a "net sheet" is created). *
<i>Protected classifications under California or federal law</i>	Citizenship or marital status, family status, medical condition, veteran or military status, or mental capacity (as sometimes issues of capacity arise in a real estate transaction). *
<i>Commercial information</i>	Such as records of real property, products or services purchased, obtained, or considered, or other purchasing histories or tendencies, such as sales information, purchase price, listing price or contract terms other similar information that is received to facilitate a real property purchase transaction.
<i>Internet or other similar network activity</i>	Such as internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement.
<i>Geolocation information</i>	Precise location information about a particular individual or device.
<i>Audio, video, and other electronic data</i>	Such as, CCTV footage, photographs, and call recordings, and other audio or visual data.
<i>Employment information</i>	Current or recent professional or employment-related information. *
<i>Inferences drawn from other personal information</i>	Profile reflecting a person's preferences, characteristics, or attitudes, including lists of potential buyers or sellers ("lead lists").

*\*In certain real estate transactions, a title company may be required to collect certain identifying information, such as social security numbers, driver's license numbers and/or passport numbers, per US Treasury department anti-money laundering rules where the buyer is an entity and purchasing without a bank loan. Our agents may assist in this process.*

### Purposes for Our Collection, Use and Disclosure of Personal Information

We collect and use your personal information primarily to facilitate your real estate transaction and provide our Services to you. In doing so, we may also share certain information with third parties, such as multiple listing service companies, title or

escrow companies, lenders or mortgage brokers, and other business partners and third parties. While our use and disclosure of personal information may vary depending upon the circumstances, in general we may collect, use and disclose personal information for the purposes described below.

Purpose	Description
Facilitating real estate transactions	In order to facilitate the purchase, sale or marketing of your property or to otherwise facilitate the completion of your real estate transaction.
Providing support and services	To communicate with clients and prospective clients relating to our Services; to respond to inquiries; and for other customer service and support purposes.
Analyzing and improving our business	To evaluate and improve our services and business operation; to conduct surveys, and other evaluations, such as customer satisfaction surveys; to prepare benchmarking reports and analyze market trends and comparable sales; and for other research and analytical purposes.
Advertising, marketing and promotional purposes	To better target our ad and marketing campaigns; to evaluate, measure, and improve the effectiveness of our campaigns; to send you newsletters, offers, or other information we think may interest you; and to contact you about our services or information we think may interest you.
Securing and protecting our business	To protect and secure our business operations, assets, services, network and information and technology resources; to investigate, prevent, detect and take action regarding fraud, unauthorized access, situations involving potential threats to the rights or safety of any person or third party, or other unauthorized activities or misconduct.
Defending our legal rights	Including to manage and respond to actual and potential legal disputes and claims, and to otherwise establish, defend or protect our rights or interests, including in the context of anticipated or actual litigation with third parties
Auditing, reporting, corporate governance, and internal operations	Including relating to financial, tax and accounting audits; audits and assessments of our operations, privacy, security and financial controls, risk, and compliance with legal obligations; our general business, accounting, record keeping and legal functions; and related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
Complying with legal obligations	Including to comply with the law, our legal obligations and legal process, such warrants, subpoenas, court orders, and regulatory or law enforcement requests.

#### More Information

**Our Privacy Policy:** For more information about our information practices, as well as your rights and choices regarding your personal information, please review our Privacy Policy: [www.colwellbankerdunes.com/privacy](http://www.colwellbankerdunes.com/privacy)

**Opt-out:** To submit a request to opt out of our sale of your personal information to third parties, such as real estate professionals and other business partners, go to: [dataprivacy@realogy.com](mailto:dataprivacy@realogy.com). Further, to opt out of the collection of personal information by third party advertising cookies on our Websites, go to [www.privacyrights.org](http://www.privacyrights.org).

**Contact Us:** If you have any questions or concerns regarding our use of personal information as described in this Notice, please contact [dataprivacy@realogy.com](mailto:dataprivacy@realogy.com).


Bradford M. Martinez

Print Name

Vicki Lynn Martinez

Print Name

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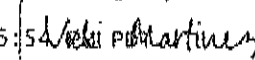


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Client Signature

Date

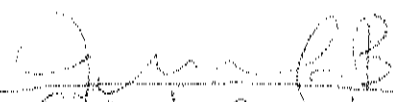
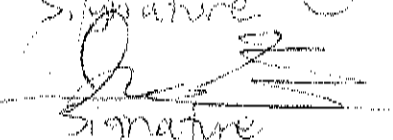
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Client Signature

Date

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Signature  
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Signature

January 2020 (2)

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9/4/23  
Date  
9/4/23  
Date



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

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



**COLDWELL BANKER**  
REALTY

Property Address: 518 N Stoneman Ave., Alhambra, California 91801

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 Bradford M. Martinez Date 8/28/2023 | 2  
(Signature) (Print Name)

Seller Vicki Lynn Martinez Date 8/29/2023 | 8  
(Signature) (Print Name)

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

Buyer Jennifer Burbank Date 9/4/23  
(Signature) (Print Name)

Buyer James Burbank Date 9/4/23  
(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 Bradford M. Martinez Date 8/28/2023 | 2  
(Signature) (Print Name)

Seller Vicki Lynn Martinez Date 8/29/2023 | 8  
(Signature) (Print Name)

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

Buyer Jennifer Burbank Date 9/4/23  
(Signature) (Print Name)

Buyer James Burbank Date 9/4/23  
(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)**

Coldwell Banker, 388 S. Lake Ave Pasadena CA 91101  
Maribel Grier

Phone: (626) 487-6549 Fax: (626) 440-0455  
Produced with Lone Wolf Transactions (zipform Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwv.com

518 N Stoneman







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# CARBON MONOXIDE DETECTOR NOTICE

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



COLDWELL BANKER  
REALTY

## 1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

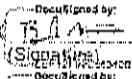
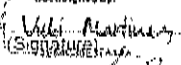
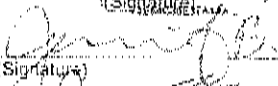

- A. **Requirements:** California law (Health and Safety Code §§ 13260 to 13263 and 17206 to 17206.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide 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 if 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/Housing Provider		<b>Bradford M. Martinez</b> (Print Name)	Date	8/28/2023   2:36:54
Seller/Housing Provider		<b>Vicki Lynn Martinez</b> (Print Name)	Date	8/29/2023   8:32:19
Buyer/Tenant		<b>Jennifer Burbank</b> (Print Name)	Date	9/4/23
Buyer/Tenant		<b>James Burbank</b> (Print Name)	Date	9/4/23

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CMD 4/12 (PAGE 1 OF 1)

## CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)



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## RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions.  
Check with a qualified California real estate attorney before proceeding.)  
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 08/25/2023 on property known as 518 N Stoneman Ave., Alhambra, California 91801 in which and Bradford M. Martinez, Vicki Lynn Martinez is referred to as "Tenant" is referred to as "Housing Provider".

### I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

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

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all 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 Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 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 § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 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 § 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 § 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.
  - B. Breach of a material term of the lease, as described in Code of Civil Procedure § 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 § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 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 § 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 § 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 §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 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 Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. **"No-fault" Reasons:**


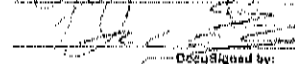
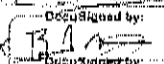
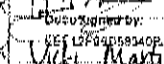
- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic 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 § 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. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, 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 1, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (signature)		Jennifer Burbank	Date	9/4/23
Tenant (signature)		James Burbank	Date	9/4/23
Housing Provider (signature)		Bradford M. Martinez	Date	8/28/2023   2:36:54
Housing Provider (signature)		Vicki Lynn Martinez	Date	8/29/2023   8:32:19

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RCJC REVISED 6/23 (PAGE 2 OF 2)

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

Produced with Lone Wolf Transactions (ZipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.lwreal.com

515 N Stoneman





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## WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)



Property Address: **518 N Stoneman Ave., Alhambra, California 91801**

### 1. WATER-CONSERVING PLUMBING FIXTURES

#### A. INSTALLATION:

**(1) Requirements:** (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property 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 if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.

**(2) Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

### 2. CARBON MONOXIDE DETECTORS:

#### A. INSTALLATION:

**(1). Requirements:** California law (Health and Safety Code §§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.

**(2). 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.

**B. 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.

Buyer/Tenant Initials JB JB

Seller/Landlord Initials TS VM

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WCMD 12/16 (PAGE 1 OF 2)

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)

Coldwell Banker, 388 S. Lake Ave Pasadena CA 91101  
Maribol Grier

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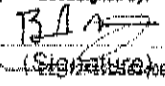
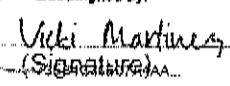
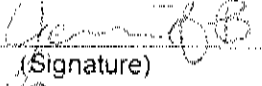
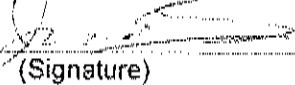
518 N Stoneman

Property Address: 518 N Stoneman Ave., Alhambra, California 91801


**C. 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.

**3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or 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 Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

Seller/Landlord	<div>DocuSigned by:  (Signature)</div>	<u>Bradford M. Martinez</u> (Print Name)	Date <u>8/28/2023   2:36:54</u>
Seller/Landlord	<div>DocuSigned by:  (Signature)</div>	<u>Vicki Lynn Martinez</u> (Print Name)	Date <u>8/29/2023   8:32:19</u>
Buyer/Tenant	 (Signature)	<u>Jennifer Burbank</u> (Print Name)	Date <u>9/4/23</u>
Buyer/Tenant	 (Signature)	<u>James S Burbank</u> (Print Name)	Date <u>9/4/23</u>

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WCMD 12/16 (PAGE 2 OF 2)

**WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 2 OF 2)**



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## BED BUG DISCLOSURE

California Civil Code §1954.603  
(C.A.R. Form BBD, Revised 6/23)



COLDWELL BANKER  
REALTY

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other ("Agreement"), dated 08/25/2023, on property known as 518 N Stoneman Ave., Alhambra, California 91801

in which Bradford M. Martinez, Vicki Lynn Martinez is referred to as "Tenant" and is referred to as "Housing Provider".

### INFORMATION ABOUT BED BUGS:

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.**
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.**
- Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider'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 Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) Jennifer Burbank Date 9/4/23

Tenant (Signature) James Burbank Date 9/4/23

Housing Provider (Signature) Bradford M. Martinez Date 8/28/2023 | 2:36:5

Housing Provider (Signature) Vicki Lynn Martinez Date 8/29/2023 | 8:32:11

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BBD REVISED 6/23 (PAGE 1 OF 1)

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

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518 N Stoneman



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# TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)



COLDWELL BANKER  
REALTY

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other dated 08/25/2023, on property known as 518 N Stoneman Ave., Alhambra, California 91801 in which and Bradford M. Martinez, Vicki Lynn Martinez is referred to as ("Tenant") and Bradford M. Martinez, Vicki Lynn Martinez is referred to as ("Housing Provider").

## INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.
- OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:
  - A. The owner has actual knowledge of that fact.
  - B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
  - C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
  - D. The owner currently carries flood insurance.
2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) James Burbank Date 9/4/23

Tenant (Signature) Jennifer Burbank Date 9/4/23

Housing Provider (Signature) Bradford M. Martinez Date 8/28/2023 | 2:36:54

Housing Provider (Signature) Vicki Lynn Martinez Date 8/29/2023 | 8:32:19

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TFHD Revised 6/23 (PAGE 1 OF 1)



## TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)

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518 N Stoneman



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# PARKING AND STORAGE DISCLOSURE

(C.A.R. Form PSD, Revised 6/23)



COLDWELL BANKER  
REALTY

This disclosure is made in connection with the Purchase Agreement or ☒ other Lease Listing Agreement ("Agreement"), dated 08/25/2023, on property known as 518 N Stoneman Ave. ("Property") between Bradford M. Martinez, Vicki Lynn Martinez ("Buyer/Tenant") and Bradford M. Martinez, Vicki Lynn Martinez ("Seller/Housing Provider")

If applicable, ☐ Seller has been using parking space #          ☐ Parking is not intended to be included with the Property.  
If applicable, ☐ Seller has been using storage space #          ☒ Separate storage is not intended to be included with the Property.

This is a disclosure only. Right to parking or storage, if any, is determined by the Agreement, and if Property is in a planned development or covered by a Home Owner Association, the governing documents.

1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s). As vehicle sizes and shapes vary greatly, the actual size, shape, numbering, location, and accessibility of the actual parking space(s) may not accommodate Buyer's/Tenant's needs. Seller/Housing Provider and Broker(s) do not warrant that such space(s) or storage areas are suitable for Buyer/Tenant's intended use or meet any minimum requirements.
2. If the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces. However, the size, shape, numbering, location and accessibility of the designated parking and storage area(s) shown within the governing documents are not always accurate, even if drawn by a licensed surveyor. There may be differences between the descriptions in the governing documents and the actual size, shape, numbering, location and accessibility of the parking spaces and storage areas and between what is assigned and what is being used.
3. Seller/Housing Provider further discloses the following: Closet space in garage is not included.

Seller/Housing Provider: Bradford M. Martinez Date: 8/28/2023 | 2:36

Seller/Housing Provider: Vicki Lynn Martinez Date: 8/29/2023 | 8:32

## 4. Buyer/Tenant acknowledges that Buyer/Tenant has:

- Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified;
- Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Housing Provider;
- Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s);
- Determined that the parking spaces(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle(s) that Buyer/Tenant intends to park in the parking space;
- Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
- Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Buyer/Tenant: Jennifer Burbank Date: 9/4/23

Buyer/Tenant: James Burbank Date: 9/4/23

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## PARKING AND STORAGE DISCLOSURE (PSD PAGE 1 OF 1)