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OF REALTORS®

## CARBON MONOXIDE DETECTOR NOTICE

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



COLDWELL BANKER  
REALTY

### 1. INSTALLATION OF CARBON MONOXIDE DETECTORS:


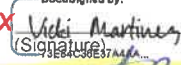


- A. Requirements:** California law (Health and Safety Code §§ 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide 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 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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Marisol Grier

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518 N Stoneman



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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 \_\_\_\_\_ is referred to as "Tenant" and Bradford M. Martinez, Vicki Lynn Martinez 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:**


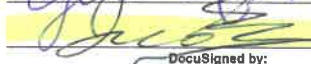
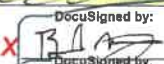
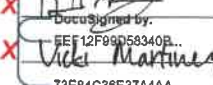
- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic 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 I, 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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# 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

Seller/Landlord Initials

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

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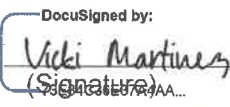
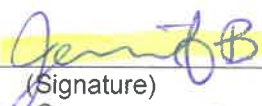
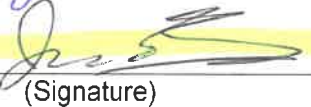
518 N Stoneman

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.

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

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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)**



CALIFORNIA  
ASSOCIATION  
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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 \_\_\_\_\_ is referred to as "Tenant" and Bradford M. Martinez, Vicki Lynn Martinez 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 | 2:36:54

Housing Provider (Signature) Vicki Lynn Martinez Date 8/29/2023 | 8:32:15

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**BBD REVISED 6/23 (PAGE 1 OF 1)**

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

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

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518 N Stoneman







# TENANT FLOOD HAZARD DISCLOSURE

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



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 \_\_\_\_\_ 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:

- The owner has actual knowledge of that fact.
  - 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.
  - The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
  - The owner currently carries flood insurance.
- 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>).
  - 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.
  - 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 PM

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

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TFHD Revised 6/23 (PAGE 1 OF 1)



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

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

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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 \_\_\_\_\_ ("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** | 2:36:11

Seller/Housing Provider **Vicki Lynn Martinez** Date: **8/29/2023** | 8:32:11

## 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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PSD REVISED 6/23 (PAGE 1 OF 1)

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

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Marisol Grier

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## WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)  
(C.A.R. Form WFDA, Revised 6/22)



1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean-up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster, both currently and in the future. It is not intended to be, nor can it be, a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
  - A. Insurance related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
  - B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
  - C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
  - D. Local, state and federal requirements for cleanup and building approvals;
  - E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
  - F. Timelines, costs and requirements when obtaining required permits for building and utilities installation;
  - G. Availability of and access to electricity, gas, sewer and other public or private utility services;
  - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs;
  - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
  - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
  - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/LESSEE ADVISORIES: Buyer/Lessee is advised:**
  - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
  - B. To investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
  - C. That the area of the wildfire disaster will likely be under construction for a protracted period of time after a fire, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
  - D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
  - E. That some insurers have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/Lessee's ability to afford or qualify for loans or meet income ratios for rentals.
  - F. That if you are not able to obtain fire insurance and have removed property investigation or loan contingencies you may be in breach of the purchase or rental agreement.
4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
  - A. California Department of Insurance "WildfireResource" <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
  - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <https://wildfirerecovery.caloes.ca.gov/>
  - C. California Department of Forestry and Fire ("Cal Fire") <https://calfire.ca.gov/> and <https://www.readyforwildfire.org/>
  - D. California Department of Transportation <https://calsta.ca.gov/>
  - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
  - F. The American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
  - G. Buyer/Lessee is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.
5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
  - A. California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a high or very high fire hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
  - B. **WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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WFDA REVISED 6/22 (PAGE 1 OF 2)



### WILDFIRE DISASTER ADVISORY (WFDA PAGE 1 OF 2)

Coldwell Banker Realty - Pasadena, 388 S Lake Ave. Pasadena CA 91101  
Johnny Aragon

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C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.

6. **BUYER/LESSEE ACKNOWLEDGEMENT:** Buyer/Lessee understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves.

**Buyer/Lessee has read and understands this Advisory. By signing below, Buyer/Lessee acknowledges receipt of a copy of this Advisory.**

Buyer/Lessee X  Date 9/4/23  
Jennifer Burbank

Buyer/Lessee X  Date 9/4/23  
James Burbank

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**WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)**

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**I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety*(with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update:**

- ☐ Helpful  
☐ Too detailed  
☐ Not detailed enough

- ☐ Clearly written  
☐ Confusing

- ☐ The booklet helped me to locate earthquake weaknesses in my home.  
☐ I have strengthened my home to resist earthquakes.  
☐ I plan to fix my home's earthquake weaknesses.  
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was \_\_\_\_\_.

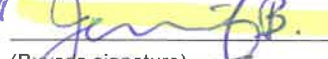
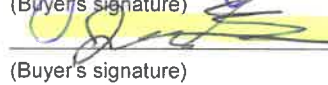

Comments: \_\_\_\_\_

***We Want To Hear From You!***

California Seismic Safety Commission  
 1900 K Street, Suite 100  
 Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **518 N Stoneman Avenue, Alhambra, CA 91801**

Date <u>9/4/23</u>	Time <u>4:09PM</u>		<b>Jennifer Burbank</b>
		(Buyer's signature)	(printed name)
Date <u>9/4/23</u>	Time <u>4:09PM</u>		<b>James Burbank</b>
		(Buyer's signature)	(printed name)
Date <u>9/4/23</u>			<b>Johnny Aragon</b>
		(Buyer's Agent's signature)	(printed name)
			<b>Coldwell Banker Realty</b>
			(Broker's name)

**NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)**

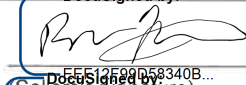
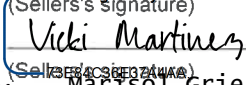
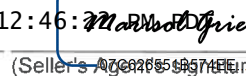
ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.\* Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **518 N Stoneman Avenue, Alhambra, CA 91801**

Date <u>9/5/2023</u>	Time <u>11:04:59 AM PDT</u>		<b>Bradford M. Martinez</b>
		(Seller's signature)	(printed name)
Date <u>9/5/2023</u>	Time <u>11:51:50 AM PDT</u>		<b>Vicki Martinez</b>
		(Seller's signature)	(printed name)
Date <u>9/5/2023</u>	Time <u>12:46:22 PM PDT</u>		<b>Martisol Grier</b>
		(Seller's Agent's signature)	(printed name)
			<b>Coldwell Banker Realty</b>
			(Broker's name)

**NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)**

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

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Revised 09/10 Official C.A.R.\* Publication 09/10



# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows



### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout

## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*



# Exhibit 2

# 60 Day Notice to Quit

To: **JAMES STEVEN BURBANK, JENNIFER BURBANK, AND ALL OTHERS IN POSSESSION**, PLEASE TAKE NOTICE that your occupancy of the PREMISES located at **518 N STONEMAN AVE., ALHAMBRA, CALIFORNIA 91801**, LOS ANGELES COUNTY is hereby terminated sixty (60) days after service upon you of this notice.

YOU ARE HEREBY REQUIRED to vacate and move your belongings by the above stated time period. This Notice is being served pursuant to California Civil Code 1946.2(2)(A)(i) because the Landlord seeks in good faith to occupy the residential real property by the owner's father Robert L. Fernandez.

YOU ARE ALSO HERBY NOTIFIED that according to California Civil Code 1946.2 (A)(iv) you may request proof that the intended occupant is an owner or related to the owner as defined in subclause (II) of clause (viii). The proof shall be provided upon request and may include an operating agreement and other non-public documents.

YOUR FAILURE TO VACATE within said time period will result in local proceedings against you to recover possession of the subject premises described above, attorneys' fees, court costs, and penalty damages of \$600.00 under Section 1174 of the *California Code of Civil Procedure*.

NOTICE: You are entitled to relocation assistance pursuant to Civil Code Section 1946.2(d)(3). Landlord agrees to waive last month's rent.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind when you moved out.

January 29, 2025

Landlord: Brad Martinez



# Exhibit 3



3 People



cause the problem to reoccur.



IMG\_3185.HEIC

Image - 4.3 MB



We will cover the cost of the repairs today but moving forward if the toilet needs to be serviced again for the same reason it will be your responsibility.

Jennifer Burbank

Thank you for the update. I'll remind guests and the little one to not flush them down the toilet.

Nov 22, 2023 at 2:01 PM

James Burbank

That is more than fair. Thank you for prompt repair. Enjoy the holiday. 🍷🥂

Nov 28, 2023 at 9:18 AM

Jennifer Burbank

[Redacted text]



Message





3 People



Jennifer Burton



Any update on the toilet?

Hi, yes. The plumber just finished. The toilet was replaced, but the water was still backing up. We moved to the next step of clearing the drain with a drain snake. This resulted in the removal of a large quantity of baby wipes. This was the cause of the backup. All is working as it should now. We will need to request that no more wipes go down the toilet as that will only cause the problem to reoccur.



IMG\_3185.HEIC

Image - 4.3 MB



We will cover the cost of the repairs today but moving forward if the toilet needs to be serviced again for the same reason it will be your responsibility.



Message





# Exhibit 4



3 People



Feel free to let yourself in.

I inspected the area behind the toilet. The leak appears to be coming from the seal between the toilet bowl and water tank. I did observed a small drip while flushing. I tightened the bolts and didn't see any more drips. I placed a fresh paper towel behind the toilet so we can monitor it. I'll order a new seal and bolts as the ones installed are old.

In the mean time, let me know if you see more drips appearing on the paper towel. Thank you

James Burbank



Will do. Thanks.

Mon, Jun 10 at 8:12 PM

Hi James and Jennifer. We wanted to check in on a few things:



Message





3 People



May 25, 2024 at 7:59 AM

James Burkart



Good morning.  
Toilet is leaking in the master  
bathroom.



Ok, thanks for letting us know.  
It's difficult to see the leak in the  
picture. I can stop by at 10 to  
take a look. Let me know if that  
time is not good



Message







3 People



Hi James and Jennifer. We wanted to check in on a few things:

- 1) how is the toilet situation? Have you noticed any more water behind it?
- 2) our contractor is ready to start the repair work on the water damage and prevention. He can do the outside work first, then move to the inside ceiling repairs. He is available to start at the end of this week. Does that work for you?

Thank you

Tue, Apr 11 at 5:53 AM

Jennifer Burdick

Hi. We have not noticed any more water behind the toilet.

What exact day would the contractor be working outside and inside? Overall, what is the timeline for all the repairs?



Message



# Exhibit 5