



ASSOCIATION OF REALTORS

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE SECTION 1102, ET SEQ.)

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

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Concord, COUNTY OF Contra Costa, STATE OF CALIFORNIA, DESCRIBED AS 5075 Valley Crest Dr / Unit 272, Concord, CA 94521-4916

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 5/4/21. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller is not occupying the property.

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

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover, Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in All 3 Bathrooms, 220 Volt Wiring in Laundry Area, Fireplace(s) in, Gas Starter, Roof(s): Type: (Maintained by the HOA), Age: ? (approx.)

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

(*see note on page 2)

Buyer's Initials

Seller's Initials



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

Date: 5/4/21

- B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.
- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
 Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

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

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.


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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): 2: Unit shares wall with 2 other units 12, 13. There's an HOA with CC&RS 14. There's a community pool and basketball court

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

Buyer's Initials () () Seller's Initials ([RL]) ([JS])



Date: 5/4/21

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____

Harris Lim

Seller _____ Date _____

Jenny Sy

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Bay Area Realty Services By George Sudol Date 5/5/21

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Obtaining the Offer) _____ By _____ Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Harris Lim Date 05/05/2021 Buyer _____ Date _____
Seller Jenny Sy Date 05/05/2021 Buyer _____ Date _____

Agent (Broker Representing Seller) Bay Area Realty Services By George Sudol Date 5/5/21

Agent (Broker Obtaining the Offer) _____ By _____ Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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





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

This inspection disclosure concerns the residential property situated in the City of Concord, County of Contra Costa, State of California, described as 5075 Valley Crest Dr / Unit 272 ("Property").

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

Inspection Performed By (Real Estate Broker Firm Name) Bay Area Realty Services

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer's Initials (____) (____)

Seller's Initials



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

Inspection Performed By (Real Estate Broker Firm Name) Bay Area Realty Services

Inspection Date/Time: 5/4/21 1:30 pm Weather conditions: Sunny

Other persons present: _____

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

Entry (excluding common areas): The exterior of the front door has some dings

Living Room: _____

Dining Room: _____

Kitchen: _____

Other Room: _____

Hall/Stairs (excluding common areas): _____

Bedroom # _____ :

Bedroom # _____ :

Bedroom # _____ :

Bath # 1 : (Master Bathroom) Shower surround had a hairline crack which has been patched

Bath # _____ :

Bath # _____ :

Other Room: The Balcony/Patio has some stains on the floor

Buyer's Initials () ()

Seller's Initials

ML

JS



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

Other Room: _____

Other: _____

Other: _____

Other: _____

See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): _____

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

Other Observed or Known Conditions Not Specified Above: _____

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.
Real Estate Broker (Firm who performed the Inspection) Bay Area Realty Services
By [Signature] Date 5/4/21
(Signature of Associate Licensee or Broker who performed the inspection)

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

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

SELLER [Signature] Harris Lim Date 05/05/2021
SELLER [Signature] Jenny Sy Date 05/05/2021
BUYER _____ Date _____
BUYER _____ Date _____

Real Estate Broker (Firm Representing Seller) Bay Area Realty Services
By [Signature] Date 5/4/21
(Associate Licensee or Broker Signature)

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

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zip form Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

5075 Valley Crest





SELLER PROPERTY QUESTIONNAIRE

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 5075 Valley Crest Dr / Unit 272, Assessor's Parcel No. 133-700-060-7, situated in Concord, County of Contra Costa California ("Property").

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

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

3. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Something that may be material or significant to you may not be perceived the same way by the Seller. If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI). Sellers can only disclose what they actually know. Seller may not know about all material or significant items. Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

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

- 5. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF... A. Within the last 3 years, the death of an occupant of the Property upon the Property [] Yes [X] No B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) [] Yes [X] No C. The release of an illegal controlled substance on or beneath the Property [] Yes [X] No D. Whether the Property is located in or adjacent to an "industrial use" zone [] Yes [X] No E. Whether the Property is affected by a nuisance created by an "industrial use" zone [] Yes [X] No F. Whether the Property is located within 1 mile of a former federal or state ordnance location [] Yes [X] No G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision [X] Yes [] No H. Insurance claims affecting the Property within the past 5 years [] Yes [X] No I. Matters affecting title of the Property [] Yes [X] No J. Material facts or defects affecting the Property not otherwise disclosed to Buyer [] Yes [X] No K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 [] Yes [X] No

Explanation, or (if checked) see attached: G. The property is a Condo unit

Buyer's Initials () ()

Seller's Initials [ML] [JS]

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Property Address: 5075 Valley Crest Dr / Unit 272, Concord, CA 94521-4916

6. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: A. In the past 45 days, the unit has been Re-Painted, New Flooring Installed, New Doors, New Oven/stove, and Kitchen Remodeled. As mentioned, unit recently Re-painted.

7. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

8. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

9. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property
B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property
C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood

Explanation:

10. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

11. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

Buyer's Initials () ()
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Seller's Initials [JL] [JS]



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

C. Use of any neighboring property by you Yes No

Explanation: _____

12. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No

B. Operational sprinklers on the Property Yes No

(a) If yes, are they automatic or manually operated.

(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ... Yes No

C. A pool heater on the Property Yes No

If yes, is it operational? Yes No

D. A spa heater on the Property Yes No

If yes, is it operational? Yes No

E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No

Explanation: _____

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

ARE YOU (SELLER) AWARE OF...

A. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No

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

C. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement Yes No

Explanation: *A. None that I currently know of but the HOA meets every year regarding Community Financials and sometimes they increase HOA dues, other times keep them the same*

B. For certain improvements, you are supposed to ask for HOA approval

14. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

A. Any other person or entity on title other than Seller(s) signing this form Yes No

B. Leases, options or claims affecting or relating to title or use of the Property Yes No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No

D. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity Yes No

E. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? Yes No

F. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? Yes No

Explanation: _____

15. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

Buyer's Initials () ()

Seller's Initials

HL *JS*

SPQ REVISED 6/18 (PAGE 3 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)



Property Address: 5075 Valley Crest Dr / Unit 272, Concord, CA 94521-4916

16. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property
B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property
C. Existing or contemplated building or use moratoria that apply to or could affect the Property
D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property
E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals
F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed
G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property
H. Whether the Property is historically designated or falls within an existing or proposed Historic District
I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies

Explanation: _____

17. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller
B. Any occupant of the Property smoking any substance on or in the Property
C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer

Explanation: There was a hairline crack in the master shower surround which has been patched. Valley Terrace is a no pet community, but make exceptions for service animals and emotional support animals.

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

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

Seller [Signature] Date 05/05/2021
Seller [Signature] Date 05/05/2021

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

Buyer _____ Date _____
Buyer _____ Date _____

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SPQ REVISED 6/18 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)



PRDS® CERTIFICATION OF COMPLIANCE WITH WATER HEATER, SMOKE ALARM AND CARBON MONOXIDE DEVICE REQUIREMENTS
DESIGNED FOR USE WITH PRDS® FORMS



Property: 5075 Valley Crest Dr / Unit 272, Concord, CA 94521-4916

WATER HEATER COMPLIANCE

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title or at the commencement of the Lease.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller/Owner is advised that different or additional requirements may be imposed by local ordinance. Seller/Owner is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.

Date: 05/05/2021
Seller/Owner: [Signature]
Authenticated: 05/05/2021 10:05 PM GMT

Date: 05/05/2021
Seller/Owner: [Signature]
Authenticated: 05/05/2021 08:54:19 PM GMT

SMOKE ALARM AND CARBON MONOXIDE DEVICE COMPLIANCE

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title (or in the case of a lease), required to be equipped with operable smoke alarm(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified by close of escrow or at commencement of the lease. California Health & Safety Code section 13113.7 and 13260, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detector(s) and carbon monoxide device(s) should be located for optimal performance and for full code compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke alarms and carbon monoxide devices.

Date: 05/05/2021
Seller/Owner: [Signature]
Authenticated: 05/05/2021 10:13 PM GMT

Date: 05/05/2021
Seller/Owner: [Signature]
Authenticated: 05/05/2021 08:55:50 PM GMT

Buyer/Tenant hereby acknowledges receipt of a copy of the above certification(s).

Date: _____

Buyer/Tenant: _____

Buyer/Tenant: _____



SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS ("FIRPTA") AND CALIFORNIA TAX WITHHOLDING STATUS
DESIGNED FOR USE WITH PRDS® FORMS



1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") §1445 provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the Transferor ("Seller") is a "foreign person". In order to avoid withholding, IRC §1445(b) requires that the Seller: (a) provide an Affidavit to the Buyer with the Seller's Social Security Number ("SSN") or the Taxpayer Identification Number ("TIN"), or (b) provides a proper Affidavit, (such as this form) including Seller's SSN or TIN, to a "Qualified Substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such Affidavit in their possession. A Qualified Substitute may be (i) an attorney, title company, or escrow company (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.

2. SELLER'S INFORMATION:

5075 Valley Crest Dr / Unit 272

A. PROPERTY ADDRESS (Property being transferred): Concord, CA 94521-4916 ("Property")

B. TRANSFEROR'S NAME: Harris Lim ("Transferor")

C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/ SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE Transferor.

D. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law ("FIRPTA").

- (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
- (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA.

- (i) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code §1445. Seller shall provide a completed Affidavit to the Qualified Substitute, who will furnish a statement to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's Affidavit; (ii) the Affidavit is complete; and (iii) the Seller states in the Affidavit that no withholding is required because an exemption is claimed.
- (ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

OR B. ("If checked") TRANSFEROR'S ADDITIONAL INFORMATION DIRECT TO BUYER: Seller shall complete the information below and provide a completed form to Buyer.

- (i) Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"): _____
- (ii) Address: _____
(Use HOME address for individual Transferors. Use OFFICE address for an "Entity" i.e., corporations, partnerships, limited liability companies, trusts, and estates).
- (iii) Telephone Number: _____

4. CALIFORNIA WITHHOLDING:

Seller agrees to provide Escrow Holder with necessary information to comply with California Withholding Law Revenue and Taxation Code, §18662

I understand that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Harris Lim Date 05/05/2021
(Transferor's Signature) (Indicate if you are signing as the Trustee of a revocable/grantor trust.)

Harris Lim
Printed name Title (if signed on behalf of Entity Transferor)

Buyer's unauthorized use or disclosure of Seller's SSN or TIN could result in civil and/or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act ("FIRPTA"), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States ("U.S.") real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner) is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year, and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- (1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with and international organization or (c) an immediate family member of a person described in (a) or (b).
- (2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher/trainee or as a student for any two calendar years during the preceding six calendar years.
- (3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current year if he/she:

- (1) Is present in the U.S. on fewer than 183 days during the current year, and
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

SPECIAL RULES. It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NON-RESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.



SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS ("FIRPTA") AND CALIFORNIA TAX WITHHOLDING STATUS
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2. SELLER'S INFORMATION:

5075 Valley Crest Dr / Unit 272

A. PROPERTY ADDRESS (Property being transferred): Concord, CA 94521-4916 ("Property")

B. TRANSFEROR'S NAME: Jenny Sy ("Transferor")

C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/ SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE Transferor.

D. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law ("FIRPTA").

- (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
- (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

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A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA.

- (i) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code §1445. Seller shall provide a completed Affidavit to the Qualified Substitute, who will furnish a statement to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's Affidavit; (ii) the Affidavit is complete; and (iii) the Seller states in the Affidavit that no withholding is required because an exemption is claimed.
- (ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

OR B. ("If checked") TRANSFEROR'S ADDITIONAL INFORMATION DIRECT TO BUYER: Seller shall complete the information below and provide a completed form to Buyer.

- (i) Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"): _____
- (ii) Address: _____
(Use HOME address for individual Transferors. Use OFFICE address for an "Entity" i.e., corporations, partnerships, limited liability companies, trusts, and estates).
- (iii) Telephone Number: _____

4. CALIFORNIA WITHHOLDING:

Seller agrees to provide Escrow Holder with necessary information to comply with California Withholding Law Revenue and Taxation Code, §18662

I understand that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Jenny Sy Date 05/05/2021
(Transferor's Signature)(Indicate if you are signing as the Trustee of a revocable/grantor trust.)

Jenny Sy

Printed name _____ Title (if signed on behalf of Entity Transferor) _____

Buyer's unauthorized use or disclosure of Seller's SSN or TIN could result in civil and/or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

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GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year, and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- (1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with and international organization or (c) an immediate family member of a person described in (a) or (b).
- (2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher/trainee or as a student for any two calendar years during the preceding six calendar years.
- (3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current year if he/she:

- (1) Is present in the U.S. on fewer than 183 days during the current year, and
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

SPECIAL RULES. It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NON-RESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.



Disclosure Report Signature Page For CONTRA COSTA County

Property Address: 5075 VALLEY CREST DR #272 CONCORD, CONTRA COSTA COUNTY, CA 94521 ("Property")

APN: 133-700-050 Report Date: 05/07/2021 Report Number: 2853757

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which buyer must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

The seller and seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the Property.

The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency Yes ___ No X Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Yes ___ No X Do not know and information not available from local jurisdiction ___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code. Yes ___ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Yes ___ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Yes ___ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___ No ___ Map not yet released by state X

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signatures and dates for Seller and Seller's Agent, including handwritten signatures and dates like 05/10/2021 and 05/10/2021 8:43 PM GMT.

Checkboxes for representation of truth and acknowledgment of third-party report provider. The second checkbox is checked.

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 07 May 2021

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller(s) or agent's disclosure obligations in this transaction.

Signature of Buyer(s) Date Signature of Buyer(s) Date

BUYER(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at http://www.disclosures.com/.

ACKNOWLEDGMENT OF RECEIPT OF CONSUMER INFORMATION BOOKLETS AND DISCLAIMER

Property Address: 5075 VALLEY CREST DR #272, CONCORD, CA 94521

The accompanying pages are "signature pages" requiring signatures of acknowledgment that were compiled for your convenience relating to the purchase transaction of the above referenced property. Prior to signing this document read the **DISCLAIMER** set forth below.

1. **Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants** from the California Environmental Protection Agency available at:
http://www.firstamprs.com/sites/default/files/jcp-lgs_residential_environmental_hazards_guide.pdf
2. **Protect Your Family from Lead in Your Home** from the U.S. Environmental Protection Agency available at:
<http://www.firstamprs.com/sites/default/files/lead-in-your-home-english-color-2020-508.pdf>
3. **What is your Home Energy Rating (HERS)** from the California Energy Commission available at:
http://www.firstamprs.com/sites/default/files/homeenergybw_updated.pdf
4. **Homeowner's Guide to Earthquake Safety** from the California Seismic Safety Commission available at:
http://www.firstamprs.com/sites/default/files/ho_guide_to_eq_safety_20-01_hog.pdf

I acknowledge receipt of the above booklet(s) via the links set forth above. I acknowledge that a combination of the above four booklets is consolidated as the **Homeowner's Guide to Earthquake Safety & Environmental Hazards** and is available at: http://www.firstamprs.com/sites/default/files/combinedhazardbook-english-f5_updated.pdf

I acknowledge that I read the disclaimer below these signature lines.

Buyer: _____

Buyer: _____

Date: _____

Date: _____

Selling Agent: _____

Selling Agent: _____

Date: _____

Date: _____

IMPORTANT DISCLAIMER: THE ACCOMPANYING CONSOLIDATED SIGNATURE PAGES ARE PROVIDED SOLELY FOR CONVENIENCE PURPOSES. ALL PARTIES INVOLVED SHOULD NOT RELY ON THESE CONSOLIDATED SIGNATURE PAGES AS A TRUE REPRESENTATION OF ALL THE CLOSING DOCUMENTS INVOLVED IN THE REAL ESTATE TRANSACTION THAT NEED TO BE SIGNED PRIOR TO CLOSING, AND, SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON WHAT DOCUMENTS THEY NEED TO SIGN PRIOR TO SIGNING. BUYER AND SELLER SHOULD READ ALL DOCUMENTS PRIOR TO SIGNING ANY REQUIRED SIGNATURE PAGE. THESE CONSOLIDATED SIGNATURE PAGES ARE ONLY A SMALL PORTION OF CERTAIN LEGAL DOCUMENTS AND IT IS STRONGLY RECOMMENDED THAT ALL PARTIES INVOLVED ASK OR SEEK THE ENTIRE DOCUMENT THAT BELONGS TO EACH SIGNATURE PAGE PRIOR TO SIGNING ANY SIGNATURE PAGE. THE PARTIES ARE ENCOURAGED TO ENSURE THAT THEY HAVE READ THE ENTIRE DOCUMENT BELONGING TO EACH RESPECTIVE SIGNATURE PAGE PRIOR TO SIGNING SUCH SIGNATURE PAGE. FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. DISCLAIMS ALL SIGNATURE PAGES FOR ACCURACY AND CURRENCY WHETHER EXPRESSED OR IMPLIED. FIRST AMERICAN REAL ESTATE SERVICES, INC. DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR ANY TYPES OF CLAIMS ARISING FROM THE SIGNATURE PAGES SET FORTH IN THE ACCOMPANYING PAGES.

Property Address:

5075 VALLEY CREST DR #272

CONCORD , CA 94521



I have received a copy of the **WHAT IS YOUR HOME ENERGY RATING?** booklet (CEC-400-2009-005-B13-REV 0)

Buyer's Signature

Printed Name

Date

Buyer's Signature

Printed Name

Date

Buyer's Agent Signature

Printed Name

Date

Broker's Name

Authentisign

5/10/2021 8:14:16 PM GMT
Seller's Signature

Harris Lim

Printed Name

05/10/2021

Date

Authentisign

5/10/2021 8:46:45 PM GMT
Seller's Signature

Jenny Sy

Printed Name

05/10/2021

Date

Authentisign
George Sudol
5/10/2021 11:47:53 PM GMT
Listing Agent's Signature

George Sudol

Printed Name

05/10/2021

Date

Bay Area Realty Services

Broker's Name

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

California Civil Code Section 2079.10 states that if this 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.

For more information, visit: www.energy.ca.gov/HERS/index.htm