

# ORANGE COUNTY DISCLOSURES

For the real Property known as \_\_\_\_\_, California.

1. **1915 BOND ACT and MELLO ROOS DISCLOSURE COMPLIANCE:** As of January 1, 2002, all sellers of residential one-to-four unit properties are required to request, from local agencies and then disclose to buyers, information regarding assessments levied under the Improvement Bond Act of 1915. A seller may provide a buyer with an official assessment notice provided by the appropriate local agency (if available), but may also provide a substantially equivalent notice obtained from another source, including his or her most recent tax bill or an itemization of current assessments.
2. **COMMUNITY ENHANCEMENT FEES:** Buyer is aware that some areas/communities may have enhancement fees, lease land fees, and user-type fees over and above any stated Association fees.
3. **RESTRICTIVE OVERLAYS:** Development and construction on the Property may be subject to the jurisdiction, control and requirements of various overlay agencies, homeowners associations, architectural committees, planning commissions, etc. These may include, but are not limited to, California Coastal Commission, Historical Conservancy site or area and/or design review. These overlay restrictions may be prohibitive or extremely restrictive and are generally additional to any required permits. These entities may exist presently or be added in the future.
4. **VIEWS:** Buyer understands that future enjoyment of existing views may be adversely affected by development or growth of trees or vegetation not on the subject Property. Buyer is strongly encouraged to contact local government agencies, homeowners associations, overlay agencies (see above), owner, and neighbors to ascertain the rights of others to affect views.
5. **FUTURE DEVELOPMENT:** Future development, construction, improvement, demolition, present and future school boundaries, pollution, contamination, traffic densities and patterns, transportation projects, noise, light and air, vegetation growth and remodel projects in the neighborhood or surrounding areas of subject Property may have a negative impact on the Property's value, desirability, and/or health of individuals and pets.
6. **SHORT TERM RENTALS:** Buyers are advised to verify with appropriate government entities and/or agencies the right to use the Property as "short-term lodging units" (e.g. rental periods of less than thirty (30) days duration). Broker makes no representation as to Buyer's right and ability to do so.
7. **NUISANCES:** Buyer is encouraged to consult with all interested government agencies to determine the current status of and future plans for potential projects and activities, such as, but not limited to:
  - a. Airports and Their Potential Uses – (For ex: John Wayne Airport, Tustin Marine Helicopter Base, El Toro Marine Base)
  - b. Transportation Projects - Extension of freeways and toll roads, light rail systems
  - c. Zoning Restrictions
  - d. Power Plants – (For ex: San Onofre nuclear power plant)
  - e. Prison and Correctional Facilities – (For ex: Musick County Correctional Facility)
  - f. Industrial Hazards Due to Business Operations
  - g. Toxic Waste Sites and Landfills
  - h. Munitions Storage Facilities
8. **BUILDING MATERIALS:** Buyer is aware that the subject Property may or may not be constructed with materials affecting individual health including asbestos, urea formaldehyde, or other materials.
9. **ROOF TILES:** Buyer and Seller are advised that there is a class action lawsuit concerning certain Fire Free Tiles and Quantum Panels. Most roofs require some repair and in some cases, replacement. Therefore, the brokers and salespersons participating in this transaction, i.e. Listing and Selling Agents, strongly recommend that Buyer obtain the services of a licensed and insured roofing contractor to advise on the condition and life expectancy of the roof.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

- 10. **ENVIRONMENTAL HAZARDS:** Buyer is advised that the presence of certain kinds of organisms, toxins and contaminants, including but not limited to mold, fungi, mildew, lead, asbestos, urea formaldehyde, or other materials may adversely affect the Property and the health of certain individuals and pets. One of these conditions, sometimes referred to as "Toxic Mold", is often the result of moisture invasion or water leakage inside the home. Seller has been advised to disclose the existence of any such condition that he/she is aware of. It is, however, possible that mold could be hidden and the seller is completely unaware of its existence. Buyers are advised to have the Property inspected for the existence of such conditions or organisms, or conditions that may lead to their formation and buyers are advised to consult with appropriate experts regarding this topic during Buyer's physical inspection contingency period. Broker and its salespersons do not have expertise on this topic.
- 11. **INSURANCE/CALIFORNIA FAIR PLAN:** Buyer is advised that the availability and cost of necessary insurance may vary. The location of the Property in a seismic, flood, fire, oceanfront, or hillside zone may require California Fair Plan insurance coverage. The costs and procedure for obtaining Fair Plan insurance may differ from standard insurance policies and buyers are advised to consult with their own insurance agent regarding coverage under this plan and to allow approximately four (4) weeks for processing an application. In some circumstances, Buyer may assume Seller's existing Fair Plan insurance.
- 12. **ORANGE COUNTY WILDLIFE AND FIRE ANTS:** Buyer is aware that Orange County is near, and in some locations adjoins, a Regional/National Forest, and is home to numerous types of wildlife and fire ants that could create a danger to pets and humans. If Buyer(s) is concerned about these issues, Buyer(s) should contact appropriate and qualified experts for further information and guidance.
- 13. **FURNACES:** Buyer is advised that the U.S. Consumer Product Safety Commission has issued a consumer warning that certain gas fired furnaces manufactured by Consolidated Industries between 1982 and 1994, and installed under various names has been identified as a cause of residential fires. These furnaces are horizontal/attic installed. Note that homes built before 1983 and after 1994 could still have these furnaces due to replacement or remodeling. Buyer is advised to have a qualified professional inspect any furnaces on the Property.
- 14. **BOAT SLIP, DOCK, AND BULKHEAD DISCLOSURE:** Buyer(s) of subject Property are advised that any numerical statements regarding the size and condition of slip/dock, bulkheads (seawalls) or size of boat it may accommodate are approximations ONLY and are not verified by broker. Buyer should ascertain from qualified professionals data and information including, but not limited to, physical, geological and environmental inspectors and all relevant data and information.
- 15. **EQUESTRIAN PROPERTY:** Before purchasing property for equestrian use, Buyer(s) has been advised to thoroughly investigate zoning requirements, trail accessibility, building and permit requirements, site dimensions, drainage, water sources, available services, vehicle access, topography and all other issue(s) that may affect buyer's ability to enjoy or develop potential equestrian property.
- 16. **REPAIRS/CREDITS:** In the event the seller credits the buyer with money in escrow for repairs to the subject property, including but not limited to structural pest control work, the buyer agrees to take full responsibility for the completion of said repairs.

**17. ADDITIONAL INCORPORATED DISCLOSURES:**

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**18. TIME FOR INSPECTION:** All investigations, including those referenced in this document, must be undertaken and completed within the time limits set forth in the Original Real Estate Purchase Contract and Joint Escrow Instructions. Buyer is advised to negotiate realistic time periods for the completion of all inspections required and desired by the Buyer.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

**Buyer is purchasing the property solely in reliance on Buyer's own investigation and no representations or warranties of any kind whatsoever, express or implied, have been made by Broker(s), Salespersons or their agents. It is the responsibility of the Buyer to satisfy himself/herself that the Property, neighborhood, and surrounding areas do not contain factors that will interfere with the Buyer's enjoyment of the Property and/or the value. Buyer should NOT rely on such information that may have been contained in the Multiple Listing Service, Ads, or Brochures for the subject Property. Brokers cannot verify any of the items above. Prior to completing the purchase, Buyer(s) should make inquiries of the proper professionals, government agencies, lenders, insurance agencies, architects, including, but not limited to, physical, geological, and environmental inspectors for any questions regarding the future or continued use of the Property for their needs. Any inspections must be completed by the time frame established in paragraph 14 of the original Real Estate Purchase Contract and Joint Escrow Instructions.**

Date: \_\_\_/\_\_\_/\_\_\_ \_\_\_\_\_  
Buyer (print) Buyer (print)  
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Buyer Signature Buyer Signature

Date: \_\_\_/\_\_\_/\_\_\_ \_\_\_\_\_  
Seller (print) Seller (print)  
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Seller Signature Seller Signature