

West's Annotated California Codes [Currentness](#)

Civil Code ([Refs & Annos](#))

Division 2. Property ([Refs & Annos](#))

Part 4. Acquisition of Property

Title 4. Transfer

▣ [Chapter 2. Transfer of Real Property](#)

→ [Article 1.5. Disclosures Upon Transfer of Residential Property \(Refs & Annos\)](#)

→ **§ 1102. Application of article; waiver of requirements**

(a) Except as provided in [Section 1102.2](#), this article applies to any transfer by sale, exchange, installment land sale contract, as defined in [Section 2985](#), lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, of real property or residential stock cooperative, improved with or consisting of not less than one nor more than four dwelling units.

(b) Except as provided in [Section 1102.2](#), this article shall apply to a resale transaction entered into on or after January 1, 2000, for a manufactured home, as defined in [Section 18007 of the Health and Safety Code](#), or a mobilehome, as defined in [Section 18008 of the Health and Safety Code](#), which manufactured home or mobilehome is classified as personal property and intended for use as a residence.

(c) Any waiver of the requirements of this article is void as against public policy.

### **§ 1102.1. Legislative intent**

(a) In enacting Chapter 817 of the Statutes of 1994, it was the intent of the Legislature to clarify and facilitate the use of the real estate disclosure statement, as specified in [Section 1102.6](#). The Legislature intended the statement to be used by transferors making disclosures required under this article and by agents making disclosures required by [Section 2079](#) on the agent's portion of the real estate disclosure statement, in transfers subject to this article. In transfers not subject to this article, agents may make required disclosures in a separate writing. The Legislature did not intend to affect the existing obligations of the parties to a real estate contract, or their agents, to disclose any fact materially affecting the value and desirability of the property, including, but not limited to, the physical conditions of the property and previously received reports of physical inspections noted on the disclosure form set forth in [Section 1102.6](#) or [1102.6a](#), and that nothing in this article shall be construed to change the duty of a real estate broker or salesperson pursuant to [Section 2079](#).

It is also the intent of the Legislature that the delivery of a real estate transfer disclosure statement may not be waived in an "as is" sale, as held in [Loughrin v. Superior Court \(1993\) 15 Cal. App. 4th 1188](#).

(b) In enacting Chapter 677 of the Statutes of 1996, it was the intent of the Legislature to clarify and facilitate the use of the manufactured home and mobilehome transfer disclosure statement applicable to the resale of a manufactured home or mobilehome pursuant to [subdivision \(b\) of Section 1102](#). The Legislature intended the statements to be used by transferors making disclosures required under this article and by agents making disclosures required by [Section 2079](#) on the agent's portion of the disclosure statement and as required by [Section 18046 of the Health and Safety Code](#) on the dealer's portion of the manufactured home and mobilehome transfer disclosure statement, in transfers subject to this article. In transfers not subject to this article, agents may make required disclosures in a separate writing. The Legislature did not intend to affect the existing obligations of the parties to a real estate contract, or their agents, to disclose any fact materially affecting the value and desirability of the property, including, but not limited to, the physical conditions of the property and previously received reports of physical inspections noted on the disclosure form set forth in [Section 1102.6](#) or [1102.6a](#) or to affect the existing obligations of the parties to a manufactured home or mobilehome purchase contract, and nothing in this article shall be construed to change the duty of a real estate broker or salesperson pursuant to [Section 2079](#) or the duty of a manufactured home or mobilehome dealer or salesperson pursuant to [Section 18046 of the Health and Safety Code](#).

It is also the intent of the Legislature that the delivery of a mobilehome transfer disclosure statement may not be waived in an “as is” sale.

(c) It is the intent of the Legislature that manufactured home and mobilehome dealers and salespersons and real estate brokers and salespersons use the form provided pursuant to [Section 1102.6d](#). It is also the intent of the Legislature for sellers of manufactured homes or mobilehomes who are neither manufactured home dealers or salespersons nor real estate brokers or salespersons to use the Manufactured Home/Mobilehome Transfer Disclosure Statement contained in [Section 1102.6d](#).

#### **§ 1102.2. Nonapplication of article**

This article does not apply to the following:

(a) Transfers which are required to be preceded by the furnishing to a prospective transferee of a copy of a public report pursuant to [Section 11018.1 of the Business and Professions Code](#) and transfers which can be made without a public report pursuant to [Section 11010.4 of the Business and Professions Code](#).

(b) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by any foreclosure sale, transfers by a trustee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.

(c) Transfers to a mortgagee by a mortgagor or successor in interest who is in default, transfers to a beneficiary of a deed of trust by a trustor or successor in interest who is in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, transfers by a sale under a power of

sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale, transfers by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure, transfers to the legal owner or lienholder of a manufactured home or mobilehome by a registered owner or successor in interest who is in default, or transfers by reason of any foreclosure of a security interest in a manufactured home or mobilehome.

(d) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer if the trustee is a natural person who is sole trustee of a revocable trust and he or she is a former owner of the property or an occupant in possession of the property within the preceding year.

(e) Transfers from one coowner to one or more other coowners.

(f) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferors.

(g) Transfers between spouses resulting from a judgment of dissolution of marriage or of legal separation or from a property settlement agreement incidental to that judgment.

(h) Transfers by the Controller in the course of administering Chapter 7 (commencing with [Section 1500](#)) of Title 10 of Part 3 of the Code of Civil Procedure.

(i) Transfers under Chapter 7 (commencing with [Section 3691](#)) or Chapter 8 (commencing with [Section 3771](#)) of Part 6 of Division 1 of the Revenue and Taxation Code.

(j) Transfers or exchanges to or from any governmental entity.

**§ 1102.3. Delivery of required written statement from transferor to prospective transferee; indication of compliance with article; disclosures delivered after offer to purchase; time to terminate**

The transferor of any real property subject to this article shall deliver to the prospective transferee the written statement required by this article, as follows:

(a) In the case of a sale, as soon as practicable before transfer of title.

(b) In the case of transfer by a real property sales contract, as defined in [Section 2985](#), or by a lease together with an option to purchase, or a ground lease coupled with improvements, as soon as practicable before execution of the contract. For the purpose of this subdivision, “execution” means the making or acceptance of an offer.

With respect to any transfer subject to subdivision (a) or (b), the transferor shall indicate compliance with this article either on the receipt for deposit, the real property sales contract, the lease, or any addendum attached thereto or on a separate document.

If any disclosure, or any material amendment of any disclosure, required to be made by this article, is delivered after the execution of an offer to purchase, the transferee shall have three days after delivery in person or five days after delivery by deposit in the mail, to terminate his or her offer by delivery of a written notice of termination to the transferor or the transferor's agent.

#### **§ 1102.3a. Manufactured home or mobilehome; delivery of statement by transferor; termination of offer**

(a) The transferor of any manufactured home or mobilehome subject to this article shall deliver to the prospective transferee the written statement required by this article, as follows:

(1) In the case of a sale, or a lease with an option to purchase, of a manufactured home or mobilehome, involving an agent, as defined in [Section 18046 of the Health and Safety Code](#), as soon as practicable, but no later than the close of escrow for the purchase of the manufactured home or mobilehome.

(2) In the case of a sale, or lease with an option to purchase, of a manufactured home or mobilehome, not involving an agent, as defined in [Section 18046 of the Health and Safety Code](#), at the time of execution of any document by the prospective transferee with the transferor for the purchase of the manufactured home or mobilehome.

(b) With respect to any transfer subject to this section, the transferor shall indicate compliance with this article either on the transfer disclosure statement, any addendum thereto, or on a separate document.

(c) If any disclosure, or any material amendment of any disclosure, required to be made pursuant to [subdivision \(b\) of Section 1102](#), is delivered after the execution of an offer to purchase, the transferee shall have three days after delivery in person or five days after delivery by deposit in the mail, to terminate his or her offer by delivery of a written notice of termination to the transferor.

#### **§ 1102.4. Errors, inaccuracies, or omissions of information delivered; liability of transferor; delivery of information by public agency; delivery of reports or opinions prepared by experts**

(a) Neither the transferor nor any listing or selling agent shall be liable for any error, inaccuracy, or omission of any in-

formation delivered pursuant to this article if the error, inaccuracy, or omission was not within the personal knowledge of the transferor or that listing or selling agent, was based on information timely provided by public agencies or by other persons providing information as specified in subdivision (c) that is required to be disclosed pursuant to this article, and ordinary care was exercised in obtaining and transmitting it.

(b) The delivery of any information required to be disclosed by this article to a prospective transferee by a public agency or other person providing information required to be disclosed pursuant to this article shall be deemed to comply with the requirements of this article and shall relieve the transferor or any listing or selling agent of any further duty under this article with respect to that item of information.

(c) The delivery of a report or opinion prepared by a licensed engineer, land surveyor, geologist, structural pest control operator, contractor, or other expert, dealing with matters within the scope of the professional's license or expertise, shall be sufficient compliance for application of the exemption provided by subdivision (a) if the information is provided to the prospective transferee pursuant to a request therefor, whether written or oral. In responding to such a request, an expert may indicate, in writing, an understanding that the information provided will be used in fulfilling the requirements of [Section 1102.6](#) and, if so, shall indicate the required disclosures, or parts thereof, to which the information being furnished is applicable. Where such a statement is furnished, the expert shall not be responsible for any items of information, or parts thereof, other than those expressly set forth in the statement.

#### **§ 1102.5. Information subsequently rendered inaccurate; required information unknown or not available**

If information disclosed in accordance with this article is subsequently rendered inaccurate as a result of any act, occurrence, or agreement subsequent to the delivery of the required disclosures, the inaccuracy resulting therefrom does not constitute a violation of this article. If at the time the disclosures are required to be made, an item of information required to be disclosed is unknown or not available to the transferor, and the transferor or his or her agent has made a reasonable effort to ascertain it, the transferor may use an approximation of the information, provided the approximation is clearly identified as such, is reasonable, is based on the best information available to the transferor or his or her agent, and is not used for the purpose of circumventing or evading this article.

#### **§ 1102.6. Disclosure form**

The disclosures required by this article pertaining to the property proposed to be transferred are set forth in, and shall be made on a copy of, the following disclosure form:

#### REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF CALIFORNIA, DESCRIBED AS

\_\_\_\_\_. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF \_\_\_\_\_, 20\_\_\_\_. 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:

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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 REPRESENT-

ATIONS 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 \_\_is not occupying the property.

A. The subject property has the items checked below (read across):

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

Exhaust Fan(s) in \_\_\_\_\_ 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in \_\_\_\_\_

Gas Starter \_\_\_\_\_ Roof(s): Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)

Other: \_\_\_\_\_

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): \_\_\_\_\_

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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): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\* This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with 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. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 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.

C. Are you (Seller) aware of any of 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<br>s | __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<br>s | __No |
| 3. | Any encroachments, easements or similar matters that may affect your interest in the subject property  | __Yes<br>s | __No |
| 4. | Room additions, structural modifications, or other alterations or repairs made without necessary permits   | __Yes<br>s | __No |
| 5. | Room additions, structural modifications, or other alterations or repairs not in compliance with building codes  | __Yes<br>s | __No |

- |     |   |            |      |
|-----|---|------------|------|
| 6.  | Fill (compacted or otherwise) on the property or any portion thereof  | __Yes<br>s | __No |
| 7.  | Any settling from any cause, or slippage, sliding, or other soil problems   | __Yes<br>s | __No |
| 8.  | Flooding, drainage or grading problems  | __Yes<br>s | __No |
| 9.  | Major damage to the property or any of the structures from fire, earthquake, floods, or landslides  | __Yes<br>s | __No |
| 10. | Any zoning violations, nonconforming uses, violations of "setback" requirements   | __Yes<br>s | __No |
| 11. | Neighborhood noise problems or other nuisances  | __Yes<br>s | __No |
| 12. | CC&Rs or other deed restrictions or obligations   | __Yes<br>s | __No |
| 13. | Homeowners' Association which has any authority over the subject property   | __Yes<br>s | __No |
| 14. | Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)  | __Yes<br>s | __No |
| 15. | Any notices of abatement or citations against the property  | __Yes<br>s | __No |
| 16. | Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits 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<br>s | __No |

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

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:

- Agent notes no items for disclosure.
- Agent notes the following items:

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Agent (Broker  
Representing Seller)

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(Please Print)

By \_\_\_\_\_

Date \_\_\_\_\_

(Associate Licensee  
or Broker Signature)

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:

- Agent notes no items for disclosure.
- Agent notes the following items:

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\_\_\_\_\_  
\_\_\_\_\_

Agent (Broker  
obtaining the Offer)

\_\_\_\_\_  
(Please Print)

By \_\_\_\_\_

Date \_\_\_\_\_

(Associate Licensee  
or Broker Signature)

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(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

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

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_  
Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_  
Date \_\_\_\_\_

Agent (Broker  
Representing Seller)

\_\_\_\_\_  
(Please Print)

By \_\_\_\_\_

Date \_\_\_\_\_

(Associate Licensee  
or Broker Signature)

Agent (Broker  
obtaining the Offer)

\_\_\_\_\_  
(Please Print)

By \_\_\_\_\_

Date \_\_\_\_\_

(Associate Licensee  
or Broker Signature)

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.

**§ 1102.6a. Disclosure form**

(a) On and after July 1, 1990, any city or county may elect to require disclosures on the form set forth in subdivision (b) in addition to those disclosures required by [Section 1102.6](#). However, this section does not affect or limit the authority of a city or county to require disclosures on a different disclosure form in connection with transactions subject to this article pursuant to an ordinance adopted prior to July 1, 1990. Such an ordinance adopted prior to July 1, 1990, may be amended thereafter to revise the disclosure requirements of the ordinance, in the discretion of the city council or county board of supervisors.

(b) Disclosures required pursuant to this section pertaining to the property proposed to be transferred, shall be set forth in, and shall be made on a copy of, the following disclosure form:

LOCAL OPTION

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF CALIFORNIA, DESCRIBED AS \_\_\_\_\_ . THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED PROPERTY IN COMPLIANCE WITH ORDINANCE NO. \_\_\_\_\_ OF THE \_\_\_\_\_ CITY OR COUNTY CODE AS OF \_\_\_\_\_, 20\_\_\_\_. 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

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) AS REQUIRED BY THE CITY OR COUNTY OF \_\_\_\_\_, 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.

1.

2.

(Example: Adjacent land is zoned for timber production which may be subject to harvest.)

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 \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

II

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 \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Agent (Broker  
Representing Seller)

\_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

(Associate Li-  
censee  
or Broker-Sig-  
nature)

Agent (Broker  
Representing Seller)

\_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

(Associate Li-  
censee  
or Broker-Sig-  
nature)

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

(c) This section does not preclude the use of addenda to the form specified in subdivision (b) to facilitate the required disclosures. This section does not preclude a city or county from using the disclosure form specified in subdivision (b) for a purpose other than that specified in this section.

(d)(1) On and after January 1, 2005, if a city or county adopts a different or additional disclosure form pursuant to this section regarding the proximity or effects of an airport, the statement in that form shall contain, at a minimum, the information in the statement “Notice of Airport in Vicinity” found in [Section 11010 of the Business and Professions Code](#), or [Section 1103.4](#) or [1353](#).

(2) On and after January 1, 2006, if a city or county does not adopt a different or additional disclosure form pursuant to this section, then the provision of an “airport influence area” disclosure pursuant to [Section 11010 of the Business and Professions Code](#), or [Section 1103.4](#) or [1353](#), or if there is not a current airport influence map, a written disclosure of an airport within two statute miles, shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property.

**§ 1102.6b. Disclosure to prospective purchaser of continuing lien securing special tax levy; satisfaction of disclosure notice requirements**

(a) This section applies to all transfers of real property for which all of the following apply:

(1) The transfer is subject to this article.

(2) The property being transferred is subject to a continuing lien securing the levy of special taxes pursuant to the Mello-Roos Community Facilities Act (Chapter 2.5 (commencing with [Section 53311](#)) of Part 1 of Division 2 of Title 5 of the Government Code) or to a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with [Section 8500](#)) of the Streets and Highways Code).

(3) A notice is not required pursuant to [Section 53341.5](#) of the Government Code.

(b) In addition to any other disclosure required pursuant to this article, the seller of any real property subject to this section shall make a good faith effort to obtain a disclosure notice concerning the special tax as provided for in [Section 53340.2](#) of the Government Code, or a disclosure notice concerning an assessment installment as provided in [Section 53754](#) of the Government Code, from each local agency that levies a special tax pursuant to the Mello-Roos Community Facilities Act, or that collects assessment installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with [Section 8500](#)) of the Streets and Highways Code), on the property being transferred, and shall deliver that notice or those notices to the prospective purchaser, as long as the notices are made available by the local agency.

(c) The seller of real property subject to this section may satisfy the disclosure notice requirements in regard to the bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with [Section 8500](#)) of the Streets and Highways Code) by delivering a disclosure notice that is substantially equivalent and obtained from another source, until December 31, 2004. For the purposes of this section, a substantially equivalent disclosure notice includes, but is not limited to, a copy of the most recent year's property tax bill or an itemization of current assessment amounts applicable to the property.

(d)(1) Notwithstanding subdivision (c), at any time after the effective date of this section, the seller of real property subject to this section may satisfy the disclosure notice requirements of this section by delivering a disclosure notice obtained from a nongovernmental source that satisfies the requirements of paragraph (2).

(2) A notice provided by a private entity other than a designated office, department, or bureau of the levying entity may be modified as needed to clearly and accurately describe a special tax pursuant to the Mello-Roos Community Facilities Act levied against the property or to clearly and accurately consolidate information about two or more districts that levy or are authorized to levy a special tax pursuant to the Mello-Roos Community Facilities Act against the property, and shall include the name of the Mello-Roos entity levying taxes against the property, the annual tax due for the Mello-Roos entity for the current tax year, the maximum tax that may be levied against the property in any year, the percentage by which the maximum tax for the Mello-Roos entity may increase per year, and the date until the tax may be levied against the property for the Mello-Roos entity and a contact telephone number, if available, for further information about the Mello-Roos entity. A notice provided by a private entity other than a designated office, department, or bureau of the levying entity may be modified as needed to clearly and accurately describe special assessments and bonds pursuant to the Improvement Bond Act of 1915 levied against the property, or to clearly and accurately con-

solidate information about two or more districts that levy or are authorized to levy special assessments and bonds pursuant to the Improvement Bond Act of 1915 against the property, and shall include the name of the special assessments and bonds issued pursuant to the Improvement Bond Act of 1915, the current annual tax on the property for the special assessments and bonds issued pursuant to the Improvement Bond Act of 1915 and a contact telephone number, if available, for further information about the special assessments and bonds issued pursuant to the Improvement Bond Act of 1915.

(3) This section does not change the ability to make disclosures pursuant to [Section 1102.4 of the Civil Code](#).

(e) If a disclosure received pursuant to subdivision (b), (c), or (d) has been delivered to the transferee, a seller or his or her agent is not required to provide additional information concerning, and information in the disclosure shall be deemed to satisfy the responsibility of the seller or his or her agent to inform the transferee regarding the special tax or assessment installments and the district. Notwithstanding subdivision (b), (c), or (d), nothing in this section imposes a duty to discover a special tax or assessment installments or the existence of any levying district not actually known to the agents.

#### **§ 1102.6c. Seller's notice of supplemental property tax bill; requirements**

(a) In addition to any other disclosure required pursuant to this article, it shall be the sole responsibility of the seller of any real property subject to this article, or his or her agent, to deliver to the prospective purchaser a disclosure notice that includes both of the following:

(1) A notice, in at least 12-point type or a contrasting color, as follows:

“California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office.”

(2) A title, in at least 14-point type or a contrasting color, that reads as follows: “Notice of Your 'Supplemental' Property Tax Bill.”

(b) The disclosure notice requirements of this section may be satisfied by delivering a disclosure notice pursuant to [Section 1102.6b](#) that satisfies the requirements of subdivision (a).

#### **§ 1102.6d. Manufactured home and mobilehome transfer disclosure statement**

Except for manufactured homes and mobilehomes located in a common interest development governed by Title 6 (commencing with [Section 1351](#)), the disclosures applicable to the resale of a manufactured home or mobilehome pursuant to [subdivision \(b\) of Section 1102](#) are set forth in, and shall be made on a copy of, the following disclosure form:

TABULAR OR GRAPHIC MATERIAL SET FORTH AT THIS POINT IS NOT DISPLAYABLE.

#### **§ 1102.6e. Transfer fee disclosure statement; requirements**

If a property being transferred on or after January 1, 2008, is subject to a transfer fee, as defined in [Section 1098](#), the transferor shall provide, at the same time as the transfer disclosure statement required pursuant to [Section 1102.6](#) is provided, an additional disclosure statement containing all of the following:

- (a) Notice that payment of a transfer fee is required upon transfer of the property.
- (b) The amount of the fee required for the asking price of the real property and a description of how the fee is calculated.
- (c) Notice that the final amount of the fee may be different if the fee is based upon a percentage of the final sale price.
- (d) The entity to which funds from the fee will be paid.
- (e) The purposes for which funds from the fee will be used.
- (f) The date or circumstances under which the obligation to pay the transfer fee expires, if any.

#### **§ 1102.7. Good faith required**

Each disclosure required by this article and each act which may be performed in making the disclosure, shall be made in good faith. For purposes of this article, “good faith” means honesty in fact in the conduct of the transaction.

#### **§ 1102.8. Specification of items for disclosure not limitation on other disclosure obligations**

The specification of items for disclosure in this article does not limit or abridge any obligation for disclosure created by any other provision of law or which may exist in order to avoid fraud, misrepresentation, or deceit in the transfer transaction.

**§ 1102.9. Amendment of disclosures**

Any disclosure made pursuant to this article may be amended in writing by the transferor or his or her agent, but the amendment shall be subject to [Section 1102.3](#) or [1102.3a](#).

**§ 1102.10. Delivery of disclosures; personal delivery or mail**

Delivery of disclosures required by this article shall be by personal delivery to the transferee [\[FN1\]](#) or by mail to the prospective transferee. For the purposes of this article, delivery to the spouse of a transferee shall be deemed delivery to the transferee, unless provided otherwise by contract.

[\[FN1\]](#) So in chaptered copy.

**§ 1102.11. Escrow agent not deemed agent for purposes of disclosure; exception**

Any person or entity, other than a real estate licensee licensed pursuant to Part 1 (commencing with [Section 10000](#)) of Division 4 of the Business and Professions Code, acting in the capacity of an escrow agent for the transfer of real property subject to this article shall not be deemed the agent of the transferor or transferee for purposes of the disclosure requirements of this article, unless the person or entity is empowered to so act by an express written agreement to that effect. The extent of such an agency shall be governed by the written agreement.

**§ 1102.12. Licensed real estate brokers as agents in transaction; delivery of disclosure; advising transferee of rights to disclosure; record**

(a) If more than one licensed real estate broker is acting as an agent in a transaction subject to this article, the broker who has obtained the offer made by the transferee shall, except as otherwise provided in this article, deliver the disclosure required by this article to the transferee, unless the transferor has given other written instructions for delivery.

(b) If a licensed real estate broker responsible for delivering the disclosures under this section cannot obtain the disclosure document required and does not have written assurance from the transferee that the disclosure has been received, the broker shall advise the transferee in writing of his or her rights to the disclosure. A licensed real estate broker responsible for delivering disclosures under this section shall maintain a record of the action taken to effect compliance in accordance with [Section 10148 of the Business and Professions Code](#).

**§ 1102.13. Failure to comply with article; transfer not invalidated; damages**

No transfer subject to this article shall be invalidated solely because of the failure of any person to comply with any provision of this article. However, any person who willfully or negligently violates or fails to perform any duty prescribed by any provision of this article shall be liable in the amount of actual damages suffered by a transferee.

**§ 1102.14. Definitions**

(a) As used in this article, “listing agent” means listing agent as defined in [subdivision \(f\) of Section 1086](#).

(b) As used in this article, “selling agent” means selling agent as defined in [subdivision \(g\) of Section 1086](#), exclusive of the requirement that the agent be a participant in a multiple listing service as defined in [Section 1087](#).

**§ 1102.15. Former federal or state ordnance locations; definition**

The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title.

For purposes of this section, “former federal or state ordnance locations” means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes which may contain potentially explosive munitions. “Neighborhood area” means within one mile of the residential real property.

The disclosure required by this section does not limit or abridge any obligation for disclosure created by any other law or that may exist in order to avoid fraud, misrepresentation, or deceit in the transfer transaction.

**§ 1102.16. Window security bars and safety release mechanism; disclosure**

The disclosure of the existence of any window security bars and any safety release mechanism on those window security bars shall be made pursuant to [Section 1102.6](#) or [1102.6a of the Civil Code](#).

**§ 1102.17. Sellers of residential real property; written notice of knowledge of property with respect to industrial use**

The seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in [Section 731a of the Code of Civil Procedure](#), or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title.

**§ 1102.18. Repealed by Stats.2003, c. 422 (A.B.24), § 1, operative Jan. 1, 2006**

END OF DOCUMENT