

YOLO COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY

(This form is intended for use with the California Association of REALTORS® form “Statewide Buyer and Seller Advisory”)

This advisory is intended for the use in the City and County of Yolo. Please also review any applicable separate local advisories relating to the Property.

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The information in this Advisory has been compiled with the participation of Yolo County Association of REALTORS as a service to its members and is effective as of May 2018. This Advisory is not intended to be nor should it be considered to be an accurate reflection of all of the legal requirements that may be imposed by the governmental and quasi governmental entities referenced in this Advisory either as of the date the document was created or at any time thereafter. Real Estate Brokers and their Salespersons do not have the requisite training or skills to determine the legal sufficiency of this Addendum or the legal requirements that may be imposed upon the Property. If Seller or Buyer has any questions or concerns regarding their legal rights and obligations then they should consult with their own qualified California real estate attorney.

This advisory consists of several disclosures and disclaimers regarding the purchase of real property located in the above portions of Yolo County. It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm you. It does not limit any legal duty of real estate brokers; however it does point out some limitations on real estate brokers' ability to provide assistance to you. The Advisory is intended to educate and inform you that in purchasing something as important and valuable as real estate, you have a legal responsibility to protect yourself by taking special precautions to investigate the issues detailed in this Advisory and any other issues which impact the use, value or desirability of the Property. Consult with the appropriate experts and/or governmental agencies. DO not just rely on real estate brokers of Sellers as sources for all information. When you have questions, doubts or concerns, conduct your own investigation. For more information about Yolo County, buyers can go online at www.yolocounty.org

This advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retro-fit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and/or development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and the Supplemental Property Questionnaire, if provided by Seller.

- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced below to the extent that these additional issues may affect the Buyers' determination of the value or desirability of the Property. That investigation should take place prior to the Buyer's removal or waiver of any inspection contingency. Buyers are urged to:
 - Carefully read the information contained in any advisories, disclosures, inspections, and/or reports that Buyers receive from any source.
 - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, and/or reports received by Buyers from any source.
 - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves; including those facts which are known to or within the diligent attention and observation of the Buyers.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies which neither Sellers nor Broker are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have carrying impacts on different people since some people may be more sensitive than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

This Advisory is not meant to be a complete source of information on all matters which can become issues in real property purchase and sale contracts. **Given Buyer's legal duty to exercise reasonable care to protect himself or herself regarding facts that are known to or within the diligent attention or observation of a buyer, Buyer is urged to investigate, without limitation, the items in the following paragraphs of this Advisory as well as the condition of the foundation, roof, plumbing, heating, air**

conditioning, electrical, mechanical, energy efficiency, security, appliances/personal property, pool/spa, and all other systems and components.

The Yolo County Association of REALTORS® does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information contained herein as it relates to a specific real property transaction.

A. MARKET CONDITIONS ADVISORY

1. GENERAL CONDITIONS

Real Estate markets are cyclical. It is impossible to predict what the market conditions will be at any given time. The ultimate decision of what amount to offer on any given property rests with the buyer. Buyers need to decide what they are willing to pay for a property in light of market conditions and their own financial resources. Buyers also must decide what type of offer they are willing to make in recognition of market conditions existing at the time of their offer. Purchase price is not simple calculation based upon square footage but an agreement as to what the Buyer will pay and what the Seller will accept.

Real estate brokers traditionally recommend that Buyers protect themselves by conditioning their purchase of the Property on an inspection of the Property so that the Buyers can be assured that the Property meets their needs. In some markets, many Buyers are choosing to forego that sage advice so that their offer is more attractive to the Seller. If, after making an offer without a property condition contingency, a Buyer becomes aware of an aspect of the condition of the Property that affects its value or desirability, the Buyer may still be required to proceed to purchase the Property or possibly pay damages to the Seller, which may be the deposit in escrow. If this is a condition that must subsequently be repaired, the Buyer may have no legal recourse against any of the parties in the transaction after escrow closes including the Seller, the brokers or the inspectors, and then the Buyer may have to pay to correct those problems.

Waiving the right to have a contingency regarding the property condition does not waive the Buyer's right to inspect the Property, even if the Property is being sold "AS IS". Regardless of whether there is a property condition contingency, Broker recommends that prospective Buyers have the Property thoroughly inspected by their own experts prior to the close of escrow.

The lender's approval of financing includes the lender's determination that (A) the Buyer is creditworthy and can afford to make the mortgage payments and (B) that the Property appraises for at least the principal amount of the loan. Even if a Buyer has obtained a pre-

qualification or per-approval letter from a lender the lender may ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyer's financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise", the Buyer may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, the Buyer may not be able to perform on Buyer's contractual obligations. This could then result in the Buyer paying damages to the Seller. It is a serious risk for a Buyer to eliminate from the purchase contract their right to have a financing contingency if they intend to secure a loan.

2. **SHORT SALES**

Sellers facing mortgage difficulties have several options including a loan modification, short sale, foreclosure, deed in lieu of foreclosure and bankruptcy; each seller's situation is different. The Seller's decision as to which of these options are chosen may affect the Seller's taxes, credit rating, and/or future options. Brokers and their agents cannot, and will not, provide tax, credit and/or legal advice regarding these possible options, or how any of these issues may affect any sale of the Property. Because of these important issues, prior to proceeding with a short sale, Sellers are strongly urged to consult with a Certified Public Accountant, credit consultant, and/or an attorney specializing in real property, taxation and bankruptcy issues. To the extent that Seller fails to obtain this necessary advice, Seller is acting against the advice and recommendation of Broker.

Seller and Buyer are advised that the sale of the Property will result in a "short sale" if there is insufficient equity in the Property to pay off all of the liens, including deeds of trust, judgments, unpaid taxes and any other debts that have been recorded against the Property and/or the closing costs, including real estate commissions. Therefore the Seller's lender(s) must agree to take less money than they are legally entitled to receive so as to enable the Seller to sell the Property to the Buyer for the terms agreed to in the purchase agreement.

Seller and Buyer acknowledge that as part of the short sale approval process the lender(s) will issue a letter or other document detailing the terms and conditions upon which the lender(s) will agree to a short sale ("Term Sheet"). The Term Sheet must be adhered to by all parties. A Seller is entitled to the lender-approved short sale, and a Buyer is entitled to buy, only if ALL of the terms and conditions required by the lenders(s) are fully met. There is potential liability for any party who tries to circumvent or "work around" those terms and conditions either through escrow or outside escrow. All Payments to be made by any party to anyone as part of the Buyer's acquisition of the Property must be fully disclosed to all lenders and approved by all lenders.

A California law now prohibits all lenders on residential 1-4 unit properties from requiring a Seller to contribute money, sign a note or otherwise remain liable on the note, after a short sale approval and close of escrow. This protection can be undone if there is fraud, or there is “waste” which is when the property is substantially damaged. In spite of this, Seller should not approve the lender’s Term Sheet and/or proceeding with a short sale without first reviewing their legal and financial status with appropriate professionals, including but not limited to attorneys who specialize in bankruptcy issues and financial advisors who understand the tax implication of reducing the Seller’s debt as part of a short sale.

In a short sale, Seller’s lender(s) are not obligated to approve the short sale and they are not obligated to provide any type of response regarding the short sale during any set period of time. If there are two lenders on the property, this further complicates the transaction which may take even longer. Frequently, lenders may ask parties other than the seller to contribute money before they will approve the short sale. The short sale cannot close until all lenders and parties are in agreement on these issues.

If the Seller has ceased making mortgage payments, the lender(s) may file a Notice of Default and proceed with a foreclosure action notwithstanding the fact that there are ongoing short sale negotiations. Negotiating a short sale does not stop the foreclosure process. Seller and Buyer understand and acknowledge that the Broker and agent cannot and do not guarantee that a short sale can be obtained from the lender(s), and/or that the foreclosure process can or will be stopped. If a Notice of Default has been filed, Seller should immediately consult with a real estate and/or bankruptcy attorney.

Seller and Buyer acknowledge that: (a) they have been advised that the sale may not close unless all of the lien holders agree to take the amount that is offered to them (as specified by the Term Sheet) which may be considerably less than the amount that is owed to them; (b) escrow could be delayed for a substantial period of time as a result of resolving the various issues involved in a short sale; (c) Agent cannot and does not guarantee that escrow will actually close or when it will close; (d) they have a duty to exercise reasonable care to protect their own interests by conducting their own investigation and verification of all information that has been or will be provided to them regarding the short sale process and/or Property; (e) Agent cannot and will not provide any tax or legal advice regarding the legal or practical effect of a short sale transaction or a possible foreclosure; and (f) it is their responsibility to consult with their own legal and tax professionals regarding the effects of the short sale.

3. BANK-OWNED PROPERTIES (REO)

“REO” stand for “real estate owned” which is how banks and other lenders categorize real property that they have taken back on either a foreclosure or a “deed in lieu” of foreclosure. When a bank is the seller, there are substantial differences in the way the transaction

proceeds, as compared to how it typically works when the seller is a person. These differences include, but are not limited to, the following:

Depending on whether the REO seller acquired the property through foreclosure, the seller may not be required to give the buyer a Transfer Disclosure Statement (“TDS”) describing the condition and features of the property, or to complete other important disclosure forms regarding natural hazards, taxes, bonds and assessments affecting the property, earthquake safety information, and information about nearby industrial and military weapons sites.

REO properties may also be “distressed” as a result of neglect and/or vandalism. But, the lender/seller may have little or no knowledge of the property. While lender/sellers who have acquired property by foreclosure do not have to complete a TDS, they are still required to disclose any conditions or defects affecting the value or desirability of the property (just not on a TDS), including repairs completed by the lender/sellers or their agents, and make other required disclosures. However, those disclosures may be of little value in light of a lender/seller’s limited knowledge of the property.

Buyer is advised to fully investigate the condition of the property including obtaining any and all necessary inspections by appropriate experts. Brokers and agents advise against closing escrow without obtaining and understanding all legally-mandated disclosures from Seller, and securing all necessary inspections and investigations as recommended.

The lender/seller may give you a verbal “acceptance” of your offer. Such acceptances are generally not binding, in the absence of other writings sufficient to constitute an agreement to sell. If you are in doubt as to whether you have a binding agreement, you should consult your own real estate attorney.

REO lenders/sellers usually will attach a lengthy Addendum to the standard form purchase agreement, or may even require the use of their own contract form. These addenda and contracts have been drafted by the attorneys for the lender/seller and generally are drafted to favor the lender/seller. It is strongly recommended by your agent that you review this Addendum or contract with an attorney, because real estate licensees are not qualified or competent to give you advice on legal documents drafted by attorneys for other parties.

If you receive such a lender/seller Addendum or contract, read it thoroughly for understanding since it will affect your contractual rights. Some clauses may limit to take away your legal rights in certain circumstances, or limit your recovery against the lender/seller. Some clauses may impose per diem charges for delays in closing. Other clauses may require you to hold the lender/seller harmless and release the lender/seller from certain potential liabilities. Again, your agent strongly recommends that you get any questions you may have answered by your attorney.

B. PROPERTY ADVISORIES

4. EXISTING HOUSING STOCK

Many properties have been built under different building codes. Regardless of the age of the Property, Buyers should have the Property inspected by a competent property inspector and to have any additional inspections that are recommended in any inspection report, or as may be necessary or desired by Buyer's to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.

5. FLOORS AND WALLS

The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of flooring, such as carpeting and rugs as well as certain types of wall coverings, such as wallpaper and paneling, as well as furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If the Buyer desires to determine the condition of the floors and walls beneath such coverings, Buyer will need to secure the written authorization of Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.

6. TEMPERED GLASS

Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyer is advised to have a contractor's inspection to identify the presence of any glass that is not properly tempered before removing a physical inspection contingency on a prospective purchase of real property. Buyer should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

7. TREES AND VEGETATION

Protected Trees: Most cities have an ordinance that requires property owners obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code of each city. Removing or damaging any *Protected Tree* without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators are liable for damages for an amount up to the value of the removed tree. The City may place a lien on the property if the infraction is not paid on a timely basis. That lien may subsequently be added to the county property tax bill.

Hazardous Trees: Some cities define hazardous tree conditions within their Municipal Building Codes and address ways of mitigating those conditions on both private and public property. There are stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, take the claim through the court system.

View Ordinances: Some cities have a view ordinance that provides that no person shall allow a tree to unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyer's expense. Cities do not take an active role in these issues; rather it encourages the private resolution of such disputes. Each city has a slightly different mechanism for handling these situations, and buyer is encouraged to review the Municipal Code during their inspection period.

Buyer is encouraged to seek the advice of a licensed arborist for any questions regarding trees on subject property or on neighbor's property.

8. RIVER, CREEK AND LEVEE PROTECTION ORDINANCE

There are many properties that are adjacent to rivers and levees. Many properties are impacted by creeks (a narrow channel or small stream) and/or a culvert (a manmade structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is located near a creek or culvert, Buyer should investigate the possibility of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, most cities have enacted regulations regarding rivers, creeks, levees and culverts making maintenance of these rivers, creeks, levees and culverts the responsibility of adjacent property owners which

can involve considerable expense. Buyers need to review local ordinances and maps with their own experts regarding these issues and before commencing any work in, over or near a river, creek, levee or culvert.

9. HVAC/DUCTING

The California Energy Commission has issued New Duct Sealing requirement that became effective on October 1, 2005. Depending upon certain conditions and the location of the Property, if a central air conditioner or furnace was installed or replaced after October 1, 2005, the ducts must be tested for leakage. If the ducts leak 15% or more, then repairs must be made to seal the ducts. Additional testing may then be required to verify that the work was done properly. It is strongly recommended that all of this work be done by licensed contractors who should obtain all required permits. Only a contractor who has specialized knowledge regarding HVAC systems can determine whether or not the ducts must be sealed.

A review of the official map of the California Energy Commission can determine whether a particular property is exempt. **See Map for applicable Climate Zones at:**

http://www.energy.ca.gov/maps/renewable/building_climate_zones.html

10. FLOOD ADVISORY

Flood insurance rates are increasing due to a number of factors. The 2012 federal Biggert-Waters Flood Insurance Reform Act eliminated many existing subsidies for properties in flood zones as determined by the Federal Emergency Management Administration ("FEMA"). Also, FEMA, which basically backs all flood insurance, has experienced extraordinary expenses dealing with Hurricane Sandy and other natural disasters. Also, as a result of the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, as designated in a ND report, will experience of how this law will affect a property you are buying, go to: <http://www.realtor.org/articles/senate-passes-flood-insurance-with-house-amendments> or <https://www.floodsmart.gov/floodsmart/>

11. FIREPLACES/WOODSTOVES

Due to public health concerns regarding particulate matter from wood smoke that may be affecting air quality in this area. If the property has a wood-burning appliance ("wood-burning appliance" includes but is not limited to a fireplace insert, a free standing wood stove, or a wood heater or masonry fireplace, but does not include appliances or fireplaces that burn solely propane or natural gas or pellets as fuel), Buyer is advised that certain cities and towns within Yolo County have enacted or are considering ordinances that may affect existing and future wood-burning appliances at the property, and Buyer should contact all

relevant public agencies regarding the applicability of these ordinances to Buyer's purchase of the property.

12. SEPTIC SYSTEM/WASTEWATER TREATMENT SYSTEM REGULATIONS

If the Property has a septic system, it is essential that the Buyer secure a current, written report detailing the inspection of the tank and the leach field lines by a licensed, competent professional to determine the condition of the system as well as the adequacy of the system for the Buyer's specific needs. Visual inspection of the tank alone is insufficient. Brokers do not have the necessary expertise to make those determinations.

Expansions or remodeling of the dwelling may be restricted due to the existence of the septic system. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, or other changes to the system which may be expensive. The septic system may not be in compliance with current or future code requirements and code compliance may be required for any future work done on the Property. Buyer should investigate these issues with appropriate experts. Brokers cannot determine these issues.

Buyer can get more information about OWTS/Septic System regulations by contacting the State Water Resources Control Board, 1001 I Street, Sacramento, California 95814 or at Post Office Box 100, Sacramento, California 95812; (916) 341-5250 and by reviewing the SWRCB's website: http://www.waterboards.ca.gov/water_issues/programs/owts/index.shtml

13. UNDERGROUND STORAGE TANKS (UST)

Many of the larger, older homes in this area built before 1935 may have or have had an Underground Storage Tank for the fuel oil that fired the property's furnace. As natural gas became the more common standard fuel for home furnaces, virtually all of the old furnaces have been replaced. However, many of the fuel oil tanks remain buried on the property. In residential applications, the California State Water Resources Control Board regulates all UST's in California. The licensing, inspections and regulation of UST's in residential application is currently exempt provided the tank is less than 750 gallons and was used for fuel oil only. However, this does not guarantee that you would be exempt from abatement if a UST is discovered upon your property. Each municipality has very different regulations concerning UST's that may include removal and soil cleanup of any toxic material that may have leaked from the tank. You are advised to speak directly to the Public Work Department, Building Department and/or Fire Department in your city concerning specific regulations affecting UST's.

14. ENVIRONMENTAL HAZARDS

The presence of certain environmental hazards, such as lead-based paint and other lead contaminates, asbestos, formaldehyde, radon, methane, or other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, trichloroethane (a.k.a. "TCE"), and/or other conditions and materials may adversely affect the Property and may cause health problems to people and animals. Buyers should have qualified experts inspect the Property for existing and potential hazards during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyers and Sellers should also read the pamphlets entitled, "*Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants*" and "*Protect Your Family from Lead in Your Home.*"

Some of the third party Natural Hazards Disclosure ("NHD") companies may provide information regarding environmental hazards that are mapped by the federal government, state or local entities such as Super Fund Clean-Up sites. Buyers should consider discussing with the NHDS provider what environmental disclosures may be available.

15. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND HOMEOWNERS ASSOCIATIONS

If the Property is located in a Common Interest Development, the Seller can request that the Homeowners' Association (HOA) provide certain required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 1368. Some neighborhoods have established HOAs that may charge dues and enforce their own restrictions. It is strongly recommended that Buyers receive the current HOA documents directly from the HOAAS rather than from any online service or from an earlier transaction. Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare the documents with the list of required disclosures specified in the HOA form from the California Association of REALTORS®. If any document(s) are missing, Buyer should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for the Buyer's intended uses.

Due to noise and other factors, an HOA may restrict the type of floor and/or wall material that can be used in certain units and/or number of pets. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyer's intended

purposes. Buyer should also determine whether or not the Property meets Buyer's subjective personal preferences.

Many Condominiums and other Common Interest Developments have been involved in or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments.

Occasionally issues arise in the purchase of Property in a Common Interest Development regarding parking and/or storage spaces associated with a single interest or unit in the Development. Buyers should determine for themselves whether or not the allotted parking space(s) are adequate to park the Buyer's vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that Buyer personally determine that the parking and storage space(s) that are designated in the recorded documents are actually being transferred to Buyer and that those space(s) are acceptable for the Buyer's intended needs and uses of the Property.

The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the Development, an owner's remodeling or upgrade efforts and/or the owner's contest. See Insurance below.

16. INSURANCE

During the inspection contingency, Buyer should consult with an insurance broker to determine the cost of homeowners' insurance as well as the types of coverage that may be available and any conditions that the insurance company is going to impose. For example, many insurance companies are refusing to provide homeowners' insurance coverage unless certain retrofit requirements are met, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyer on other properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyer. Buyer should investigate these matters thoroughly prior to removing their inspection contingency.

17. RE-KEYING

All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyers' safety and security of their persons as well as their personal belongings. Alarms, if any should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded.

18. ONLINE PHOTOS

Sellers and Buyers are advised that photos of their property will be included in the MLS listings and, perhaps, on the listing broker's website. It is now common that such photos will subsequently be added to other brokers' websites and various national listing aggregation sites such as Realtor.com, Trulia, Zillow and others. From there, photos may be copied on to other websites as well, with or without the permission of the host site. After the close of escrow, or a termination of a listing, Sellers and Buyers are advised it is not possible for the listing or selling broker to remove these photos from websites over they have no control.

19. ONLINE LISTING INFORMATION

Online information regarding the property you are buying or the neighborhood may exist online in various blogs, discussion boards, Facebook pages, etc. For example, some neighborhood associations and homeowner associations (HOA's) have official sites; whereas other unofficial sites written by third parties may exist with postings about the community. Some of the online sites offer viewers the opportunity to express opinions and air complaints. The information contained on those sites may consist of opinion, speculations, unfounded assertions or rumor, making it difficult to determine what is factual and what is not. **Neither seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, such online information and they are not obligated to verify or explain the posted issues and/or commentary of third parties.**

20. WATER HEATERS

Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and Sellers of Property must certify to Buyers that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. venting, pipe, wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.

21. SMOKE ALARMS AND CARBON MONOXIDE DETECTORS

California Health and Safety Code §13113.8 requires installation of smoke alarms in residential property. If a TDS is required, the Sellers certify that the Property has (or will have prior to close of escrow) operable smoke alarms which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards including installations of alarms with 10 year batteries in all bedrooms before finalizing any permitted contracting work costing \$1,000 or more. State law requires carbon monoxide detectors in living areas of residential properties that have fossil fuel burning appliance, even if those appliances are several floors below, for example, furnaces in the basement of a condominium building. Some Cities have more specific requirements. For more information, contact your local Building Department.

Additional fire extinguishing systems, such as interior sprinklers, may be required for apartments. Buyer should investigate all fire protection requirements with the Local Fire Chief.

C. FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES**22. A. UNSTABLE HILLSIDES**

Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspections and report.

B. EXPANSIVE SOIL

Some parts of Yolo County areas have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.

C. HIGH WATER TABLES

Some parts of Yolo County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high water tables on the subject property and when necessary consider drainage modifications to protect the structure and improve the use and enjoyment of the surround landscape.

Reports from Natural Hazard Disclosure (NHD) companies may not contain all of the information from all sources regarding the property and surrounding conditions, and cannot be relied on for all information regarding natural hazards which may affect the property. Brokers recommend that Buyers have any property they are purchasing inspected by a qualified geologist, geologic or geotechnical engineer, or other qualified professional.

23. WET WEATHER CONDITIONS

At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to buyers those material defects or conditions know to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyer have such additional inspections by inspectors or engineers regarding these conditions as Buyer may desire.

24. CLIMATE CONDITIONS

The Yolo County area exhibits several micro climates. Buyer is advised that these areas are subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. Buyer is advised to fully investigate these conditions and the increased maintenance and repairs that may be needed for any Property located in these coastal areas.

25. PERMIT ISSUES

Improvements to property such as repairs, remodels and additions may have been done without a required permit. One such example would be where a second living unit ("in-law unit") is being rented by the Seller but the required permit was not obtained for this in-law unit. An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. In some cities, there may be a lower standard applied in those circumstances where the

property owner is obtaining the permits, as opposed to a contractor doing so. Buyer should investigate the permit status of all structures and uses; real estate licensees are not qualified to conduct such off-site investigations.

26. NONCONFORMING ROOMS, ALTERATIONS OR ADDITIONS

Any rooms, alterations or additions to the property which were done without necessary permits or certificates of completion (“nonconforming improvements”) may be subject to fines, permit and construction costs, and other expenses to bring into conformity. Nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or legal or regulatory limitations. Some building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

While sellers are obligated to disclose any known nonconforming improvements, the seller may not be aware of some or all illegal improvements or uses especially those that were made prior to the seller’s ownership of the property. In addition, real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspections of the property. For these reasons, buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local architects, engineers or other professionals regarding the status and condition of the property prior to removing inspection contingencies.

27. CODE COMPLIANCE AND ENFORCEMENT

If the Property is new or if it is not a new property, not all aspects, components and structures on the property may comply with current code. This may be because code requirements have changes since the improvements were first constructed or, in some cases, improvements may have been made by the current owner, or even by prior owners without the knowledge of the current owner. Real estate brokers are not qualified to identify code violations. If the applicable city or county building department discovers the code violations, the current owner may be required to bring the property into current code compliance or remove or demolish the portion of the property that is in violation. Various building departments take different approaches to enforcement; some are stricter than others. Prior

to removal of the inspection contingency, Buyers should have the home inspected by a qualified home inspector who can identify code violations and comment on local codes, regulations and practices regarding enforcement.

28. UNDERGROUND UTILITIES

Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set up costs for the individual homeowners. It is recommended that Buyer investigate this issue with the Pacific Gas and Electric Company ("PG&E").

29. CRIME

The existence of crime is a fact of urban life. Some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time and the incidence of various types of criminal activity may also increase or decrease. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the local news while others are ignored by the media. Because of the ever-changing nature of the statistics and information regarding crimes, neither Seller nor brokers will independently investigate crime or criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection contingency.

30. WIRE FRAUD SCAM ALERT

There have been a small but growing scheme in which buyers and sellers have received emails from their agent or an escrow company providing wire transfer information for money from buyer to escrow, or to seller for proceeds from escrow. Hackers intercept these emails and then alter the wire transfer instructions to redirect the funds to the hacker's account with an off shore bank account. Buyers and sellers should confirm all email wire transfer instructions directly with the escrow officer by calling the escrow officer and confirming verbal wire transfer instructions before taking any steps to have the funds transferred. If you believe that you have received questionable wiring instructions, you should promptly notify your bank, your real estate agent and the escrow holder, as well as the FBI at www.fbi.gov and the Internet Crime Complaint Center at: www.ic3.gov

31. REAL PROPERTY TAXES AND ASSESMENT DISTRICTS

The Purchase Agreement addresses payment of real property taxes and assessments relating to the Property. As part of their negotiations for the Purchase Agreement, the parties may decide how to prorate such taxes and assessments; payments on bonds and assessments and their assumption by Buyer; and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now lien on the Property.

The existence of Mello-Roos and 1915 Bond districts will be outlined in a report by a natural Hazard Disclosure (NHD) company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Seller or local disclosure. The Seller's tax bill alone does not necessarily reflect all of the costs related to taxes and assessments on real property. If there is a questions as to whether Seller will pay off the bond or assessment at close of escrow, Buyer is advised to discuss the matter with the appropriate inspection of title contingency, and to address responsibility for payment of taxes and assessments in the negotiations for the Purchase Agreement.

32. FIRPTA

Federal law requires buyers to withhold and remit to the Internal Revenue Service (IRS) 10% of the purchase price if a Seller is a non-resident alien, unless an exemption applies. Sellers may avoid this federal withholding requirement by providing buyers with a statement of non-foreign status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number, or by having a Qualified Substitute (the escrow holder) state under penalty of perjury that the Substitute has verified the required taxpayer identification information. Sellers can also avoid the federal withholding requirement if the Property purchase price is \$300,000 or less and the Buyers sign an affidavit stating that the Buyers intend to occupy the Property as their principal residence. The purchase agreement contains obligations for seller and, in some cases, the escrow holder, to comply with this law. Sellers and Buyers cannot agree to waive theses federal requirements nor can they agree that FIRPTA does not apply.

33. SCHOOLS

Some school districts have experienced financial and academic achievement difficulties and. As a result, may face bankruptcy, reorganization or takeover by a state administrator. Each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. These and any other factors or concerns of buyers should be investigated by buyers prior to removing inspection contingencies in a purchase agreement.

34. CONSTRUCTION DEFECTS AND LAWSUITS

Question 2.C.16 of the Transfer Disclosure Statement asks Sellers to disclose if there are any “lawsuits by or against the Seller threatening to or affecting this real property.” It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB800 or Title 7, and which generally applies to residential real property built by a “Builder” (as defined in Section 911) and sold for the first time on or after January 1, 2003. Section 900 of that law provides for a limited one-year warranty from the Builder. Sections 910 and 914 reference pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this question should consult with a California real estate attorney for advice. Likewise, if lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to give your advice on these matters.

D. COUNTY AND CITY ADVISORIES**35. MANDATORY WATER CUTBACKS**

In 2015 the Governor of California issued an Executive Order that California is in a State of Emergency due to severe drought conditions and mandatory water restrictions are being imposed. In addition, water usage for various purposes has been restricted by many local municipalities and water authorities. Current and future restrictions may impact the Property in a number of ways, including limiting water usage and/or increasing water costs. These limitations may affect the quality of life at the Property and the ability to use water in the home or for landscaping, agricultural or livestock purposes. It is strongly recommended that Buyer thoroughly investigate this issue, including, but not limited to: contacting the local water authority; contacting the local government including City and County authorities; and searching various public websites as to whether there are any existing or planned water limitations. Buyer acknowledges that brokers do not have expertise in water usage rights or limitations, and that brokers do not have an obligation to research any water restrictions relating to the Property including, but not limited to, inspecting public records concerning water usage at the Property.

36. MEDICAL MARIJUANA ORDINANCE

Buyer and Seller are advised that California law may permit individual patients to cultivate, possess and use marijuana for medical purposes. California law may also permit primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and

possess marijuana for medicinal purposes. California's medical marijuana law is in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyers and sellers are advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place or has taken place. Buyers are advised to contact the City offices in their prospective City to determine whether or not there are any ordinances regarding this issue which may affect them.

Yolo County has an ordinance regarding Medical Marijuana:

<http://www.yolocounty.org/home/showdocument?id=48113>

37. RIGHT TO FARM DISCLOSURE

This is from the State of CA Dept of Conservation: Legislation effective January 1, 2009 requires that as a part of real estate transactions, land sellers and agents must disclose whether the property is located within one mile of farmland as designated on the most recent Important Farmland Map. Any of the five agricultural categories on the map qualifies for disclosure purposes, including Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and Grazing Land. [Detailed definitions of these categories](#) are available.

These 3 cities have adopted Right to Farm Ordinances.

City of Davis

https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=City_of_Davis_Municipal_Code.pdf

City of Winters

[https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=Winters_Right_to_Farm_Ordinance\(1\).pdf](https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=Winters_Right_to_Farm_Ordinance(1).pdf)

City of Woodland

[https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=Woodland_Right_to_Farm\(1\).pdf](https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=Woodland_Right_to_Farm(1).pdf)

Yolo County

[https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=Yolo_County_Right_to_Farm\(1\).pdf](https://d38trduahtodj3.cloudfront.net/files.ashx?t=fg&rid=YoloFarmBureau&f=Yolo_County_Right_to_Farm(1).pdf)

For more information you can also go the Yolo Farm Bureau’s website at <https://www.yolofarmbureau.org/>

38. DAVIS CITY ORDINANCES AND DISCLOSURES

a. CITY CODE RESALE INSPECTIONS

The resale Program was implemented in 1976 to maintain the quality of housing stock in Davis and to ensure that residential units meet minimum building codes and health, fire, and life-safety regulations. Residential properties in the City of Davis are subject to the Resale Program and must go through one (1) of the following processes: Inspection or Self-Certification.

For more information please visit <http://cityofdavis.org/city-hall/community-development-and-sustainability/building/resale-program>

b. MELLO ROOS

The Mello-Roos Community Facilities Act of 1982 was passed by the California Legislature in response to various public funding limitations imposed by Proposition The purpose of the Act is to provide an alternative method to finance the construction of needed public facilities in a timely fashion which is required to service various needs of property owners within a CFD.

A CFD is authorized to issue and sell bonds to provide funds to acquire or construct public capital facilities, such as roadways, sanitary sewer, water and drainage infrastructure, and greenbelt and park improvements. The bonds qualify for tax exempt status, and therefore provide a lower interest rate than conventional, taxable financing methods.

Property owners within a CFD are responsible for paying Special Taxes, which provide payment for the bonds that were issued for the acquisition and/or construction of the public capital facilities within their CFD.

The City of Davis currently has seven Community Facilities Districts (CFDs) as shown in the following table:

CFD Number	CFD Name	Date Formed	Bonds Refinanced	Bonds Mature	Bond Balance June 30,2015
1990-1	East Davis Plan Area	1990	2009	2030	\$9,570,000
1990-2	East Davis/Mace Plan Area	1990	2004	2016	\$535,000

			2009	2030	\$9,570,000
1990-3	North Central Davis Plan Area	1990	2004	2016	\$535,000
			2009	2030	\$9,570,000
1990-4	South Davis Plan Area	1990	2004	2016	\$535,000
			2009	2030	\$9,570,000
1990-5	West Davis Plan Area	1990	2004	2016	\$535,000
			2009	2030	\$9,570,000
1991-2	East Davis-Mace Ranch Area	1991	2007	2026	\$10,085,000
2007-2	East Davis-Mace Ranch Area II	1999	2008	2037	\$4,845,000

c. OPEN HOUSE SIGN ORDINANCE

Here is the Zoning Code section related to real estate signs in Davis:

40.26.020 Outdoor advertising, billboards and signs.

(c) **Residential districts.** The following regulations shall apply in all residential districts except in the R-T district.

(1) One temporary real estate sign not exceeding six square feet in area, advertising the sale, rental or lease of the premises upon which such sign is located is permitted. It shall not be located nearer than five feet to any street right-of-way. Two such signs may be permitted on a corner; provided, that each sign faces a different street. Such sign or signs shall not be illuminated. Such sign or signs shall be removed within five days of the sale, rental or lease.

d. SUPERFUND SITE NOTATIONS

EPA’s Superfund program is responsible for cleaning up some of the nation’s most contaminated land and responding to environmental emergencies, oil spills and natural disasters. To protect public health and the environment, the Superfund program focuses on making a visible and lasting difference in communities, ensuring that people can live and work in healthy, vibrant places.

Please see “No. 14 of this packet regarding “Environmental Hazards”. You can also contact the EPA at <https://www.epa.gov/home/forms/contact-epa>

e. EL MACERO SIGN ORDINANCE

El Macero has revised their signage policy to avoid future confusion. The policy was adopted by El Macero Home Owners’ Association Board of Directors, which describes rules applicable to “For Sale/For Rent” signs, “Open House” and Builder Signs, as well as Estate Sale signs.

ARCHITECTURAL REVIEW COMMITTEE RULE No. 18 – SIGN REQUIREMENTS

All signs of any kind shall be displayed to the public view on or from any Lot or Unit as follows:

All signs for the purpose of selling a home must be professionally prepared and displayed on white 4” X 4” X 8’ signposts with 4’ crosspiece. No other signs, banners or other advertising devices shall be erected, placed on the house, windows, roof tops, automobile tops, maintained or displayed upon any portion of the property, except as allowed by Article III, Paragraph 5(b) of CC&Rs or as approved by the Architectural Review Committee.

A. For Sale or For Rent Signs:

1. Only one signpost per lot may be installed.
2. Signs shall be limited to 24’ X 24” made of plastic or metal (printed double sided)
3. Signs shall have El Macero HOA logo (8” x 24”) on a black background with “El Macero Country Club Estates” lettering in plastic vinyl paint
4. Listing company’s name and phone number shall be in plastic vinyl paint
5. Signposts must be located between 3’ ft to 4” ft back of curb
6. A brochure box not exceeding 9” X 12” may be installed on the signpost.
7. Name rider signs in plain white lettering on a black background, not exceeding 8” X 24” long, may be placed on the top of the signpost’s crosspiece or attached to the bottom of the sign. A maximum of two riders per sign will be permitted.
8. Sign shall be removed upon completion of sale or rental.

B. Open House and Directional Signs:

1. Open House signs shall not exceed 24" X 36"
2. Only two directional signs per property for sale shall be posted: one at any major street intersection and one in front of the property.
3. No other signs shall be posted and/or placed in the street, on the sidewalk, on the light poles, or anywhere on Association property.
4. The signs must be removed by midnight of the day the Open House is held.

C. Estate Sale Signs:

1. Only one Estate Sale sign shall be posted on the front lawn of the property on the day of the sale and one sign at the street intersection.
2. No additional signs shall be posted and/or placed in the street, on the sidewalk, on utility or traffic poles, or anywhere on Association property.
3. All Estate sales shall be managed by a professional Estate Sale Service Company. Only the items belonging to the resident of a Lot shall be displayed for sale and they shall remain inside the house or the garage.
4. No other property from outside this Lot shall be allowed for sale at the site. Garage and/or Yard Sales are not allowed.
5. All signs shall be removed upon completion of the Sale.

D. Contractor's Signs:

1. A general contractor's or subcontractor's sign, not exceeding 24" X 36" in size, containing only the name, phone number and address of the contacting firm, may be erected and maintained on any Lot during construction, provided such sign does not indicate the Residence is offered for sale and further provided such sign does not contain any "slogans" or company mottos. Sign must be constructed and maintained in a professional appearance.
2. All signs shall be removed upon completion of the project.

39. ESPARTO TOWN ORDINANCES AND DISCLOSURES

a. COMMUNITY SERVICE DISTRICT WATER METERS

Water meters are required and all sewer and water issues are dealt with by Esparto Community Service District at (530) 787-4502. Steve Knightly is the director of ECSD.

b. WASTE MANAGEMENT PICK UP

You would need to contact Marissa Juhler at marissa.juhler@yolocounty.org for she is the one that orchestrates pick up services in Esparto.

c. TRANSFER TAX

Since Esparto is just a small town and not a City, the County Tax for Esparto is \$1.10 per thousand, nothing additional for the community. Buyer and Seller should contact the Yolo County offices if any further questions regarding tax:

Treasurer-Tax Collector Division
P.O. Box 1995 Woodland, CA 95776
Phone: (530) 666-8625
FAX: (530) 666-8708
e-mail: taxinfo@yolocounty.org

40. WOODLAND CITY ORDINANCES AND DISCLOSURES

a. CITY FIRE SPRINKLER INSPECTIONS

Ordinance No. 1522 - §901.6.3 Resale inspection-residential sprinkler systems. All residential occupancies up for resale and equipped with a NFPA 13D sprinkler system or sprinkler system meeting the requirements of the California Residential Code, are required to be inspected by a representative from the Woodland Fire Department and all necessary repairs shall be completed prior to the closing of escrow.

Please click [here](#) for more info on the fire sprinkler ordinance

b. WASTE MANAGEMENT (GARBAGE) CHANGES

As of March 1st, 2018, the residents in Woodland can now put their food scraps and food-soiled paper in the same cart as the green waste and lawn clippings which are the brown lid bins. By separating food scraps and food-soiled paper for composting it is easy and it will help Woodland meet the goals to reduce the amount of waste that is headed to the landfill. For more information please see the brochure at

<http://www.wm.com/location/california/sacramentovalley/woodland/residential/2018%20Woodland%20Service%20Brochure.pdf>

c. OPEN HOUSE SIGN ORDINANCE

Here is the Zoning Code section related to real estate signs in Woodland:

Article 24 Sec. 25-24-30 Specific Regulations: real estate signs

Temporary Signs 7. One (1) temporary real estate sign for a subdivision may be permitted on each arterial or collector street within that subdivision. When there are no arterial or collector streets within the subdivision, one such sign may be permitted on a local street within the subdivision. It shall not exceed fifty (50) square feet or is not more than ten (10) feet in height. Such signs shall not be illuminated. Such signs shall be removed after completion of sales activities of the property or subdivision by the builder.

For more information regarding the ordinances for signs please

[http://gcode.us/codes/woodland/view.php?topic=25-24-25 24 30&frames=on](http://gcode.us/codes/woodland/view.php?topic=25-24-25%2024%2030&frames=on)

d. MELLO ROOS

The Mello-Roos Community Facilities Act of 1982 was passed by the California Legislature in response to various public funding limitations imposed by Proposition The purpose of the Act is to provide an alternative method to finance the construction of needed public facilities in a timely fashion which is required to service various needs of property owners within a CFD.

A CFD is authorized to issue and sell bonds to provide funds to acquire or construct public capital facilities, such as roadways, sanitary sewer, water and drainage infrastructure, and greenbelt and park improvements. The bonds qualify for tax exempt status, and therefore provide a lower interest rate than conventional, taxable financing methods.

Property owners within a CFD are responsible for paying Special Taxes, which provide payment for the bonds that were issued for the acquisition and/or construction of the public capital facilities within their CFD.

The City of Davis currently has seven Community Facilities Districts (CFDs) as shown in the following table:

The City of Woodland currently has one Community Facilities Districts (CFDs):

Spring Lake has a 30 year bond which was issued in 2004. Property owners do have the option to pay off the bond in one lump sum as well. For more information visit the [City of Woodland website](#) .

41. WINTERS CITY ORDINANCES AND DISCLOSURES

a. CITY REQUIRED WATER METER

2003 WINTERS MUNICIPAL CODE 13.04 Water Service 13.04.320 Installation of meters.

A. All new buildings and real estate developments shall be served by water meters.

B. Water meters shall be installed for existing improved properties which do not have meters prior to or concurrently with transfer of ownership.

C. Transfer of ownership shall not include those transfers which are excluded from reassessment pursuant to Section 63 and 63.1 of the California Revenue and taxation Code. (Ord. 93-04: prior code *9-4.31)

For more information on required water meters you can contact the City of Winters Public Works Department and speak with Eric Lucero at 530-795-4727 or by email at eric.lucero@cityofwinters.org

b. TRANSFER TAX

For the City of Winters, there is a document transfer tax which is .55 every \$1,000 collected at escrow. Buyer and Seller should contact the Yolo County offices if any further questions regarding tax:

Treasurer-Tax Collector Division
P.O. Box 1995 Woodland, CA 95776
Phone: (530) 666-8625
FAX: (530) 666-8708
e-mail: taxinfo@yolocounty.org

42. RURAL OUTLYING AREAS

a. IRRIGATED LANDS FILING

Please contact the Yolo Farm Bureau for more information or you can go to their website <https://www.yolofarmbureau.org/p/other>

b. WILDWINGS GOLF COURSE DISCLOSURE

Please see the website for Wildwings CSA at [County Service Areas \(CSA\) | Yolo County](#) you can also contact the CSA Administrative Support Team at yolocsa@yolocounty.org or 530-666-8153

E. SOURCES OF INFORMATION

City of Davis: www.cityofdavis.org

23 Russell Boulevard, Davis, CA 95616
Phone: 530-757-5602

Police Department: <http://cityofdavis.org/city-hall/police-department>
2600 5th Street, Davis, CA 95616
Phone: 530-747-5400 (non emergency)
Cell Phone Users reporting emergencies should dial 530-758-3600 or 530-756-3400

City of Winters: www.cityofwinters.org

318 1st Street, Winters, CA 95694
Phone: 530-795-4910

Police Department: <http://www.winterspolice.org/>
702 Main Street, Winters, CA 95694
Phone: 530-795-2261
24 hour non-emergency dispatch
530-795-4561

City of Woodland: www.cityofwoodland.org

300 First Street, Woodland, CA 95695
Phone: 530-661-5800

Police Department: <http://www.cityofwoodland.org/gov/depts/police/>
1000 Lincoln Ave, Woodland, CA 95695
Front Office Phone: 530-661-7800
Dispatch: 530-666-2411

Town of Esparto: www.ecsd.ca.org

Community Services District
P.O. Box 349, Esparto, CA 95627 (Mailing)
26490 Woodland Ave., Esparto, CA 95627
Phone: 530-787-4502

UC Davis: <https://www.ucdavis.edu/>

One Shields Ave., Davis, CA 95616
Phone: 530-752-1011

UC Davis Police Department: www.police.ucdavis.edu
625 Kleiber Hall Drive, Davis, CA 95616
Phone: 530-754-2677

Davis Campus

Emergency:
911 OR 530-752-1230
Non-Emergency:
530-754-COPS (2677)

Yolo County: www.yolocounty.org

625 Court Street, Woodland, CA 95695
Phone: 530-666-8150

Yolo County Sheriff's Office: www.yolocountysheriff.com
140 Tony Diaz Drive, Woodland, CA 95776
Phone: 530-668-5280
Non-Emergency Dispatch: 530-666-8282

F. RECOMMENDATION TO RETAIN AN ATTORNEY AND ACCOUNTANT

In addition to the professional service providers you will retain to inspect and analyze the property you are purchasing or selling, a situation may arise during the course of your purchase transaction that requires you to either make an important decision, or select a plan of action that could result in significant legal consequences and substantial impact on your personal finances. The most prudent and best plan is for you to identify a certified public accountant and real estate attorney in advance of the sale purchase of your property so that you can quickly contact and see the proper financial and/or legal advice and guidance if needed during the transaction.

G. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER:

- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- Broker has not verified square footage or size of structures or land, boundary lines of the property, representations made by others (including but limited to the Seller), information contained in inspection reports or in the Multiple Listing Service (MLS) or that has been copied there from or in advertisements, flyers or other promotional material, or any other matters described in this Disclosures and Disclaimers Advisory, unless otherwise agreed in writing;
- Broker does not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of Buyer or Seller and does not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyer should pay or Seller should accept; and
- Broker is not qualified to give legal, tax, insurance or title advice.
- Brokers lack professional expertise in the areas listed above, and do not verify the results of any inspections or guarantee the performance or reports of any inspections or professional service.

In these and all other matters referred to in this Disclosure and Disclaimers Advisory, Buyer and Seller are advised to seek any desired assistance from appropriate qualified professionals. Nothing any broker or sales agents may say will change the terms of effect of this Advisory.

This document may be signed in counterparts.

THE UNDERSIGNED ACKNOWLEDGED RECEIPT OF ALL PAGES OF THE DOCUMENT.

Buyer

Date: _____, 201_____

Buyer

Date: _____, 201_____

Seller

Date: _____, 201_____

Seller

Date: _____, 201_____