



960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

RECEIPT FOR DOCUMENTS

Listing Agent: Helene Barkin

Property Address: 181 Brookside Drive Berkeley

Purchaser and /or Purchaser's Agent acknowledge timely receipt of the following documents prior to writing and presenting an offer on the above referenced property.

1. Receipt for Documents.
2. Public records and Multiple Listing Service print out.
3. Disclosure Regarding Agency Relationships
4. Lead Based Paint Hazards Disclosure dated 2-22-2006
5. Arbitration of Disputes / Liquidated Damages Disclosure.
6. Berkeley Ordinance Addendum
7. Supplemental Statutory Disclosures (SSD).
8. RETDS (Seller's Transfer Disclosure Statement) dated 2/21/2006, Addendum to Sellers Transfer Disclosure Statement 3/13/2006 with Roto Rooter 3/12/06 Service Receipt and 1 page Disclosure letter from David Sternfeld dated 3/15/2006
9. Sellers Agents Transfer Disclosure Statement 3/21/2006
10. The GRUBB Co. Supplemental Disclosure Statement dated 2/21/2006.
11. Water Heater Compliance Statement.
12. Smoke Detector Compliance Statement
13. Sketch Addendum of floor plan and square footage done by First Horizon Home Loan Corp by Robert Wells, Certified Appraiser dated April 30, 2003, 2 pages
14. Notice of Your Supplemental Tax Bill
15. Structural Pest Control Report by East Bay Structural dated 2/20/2006
16. Hold Harmless Agreement Pest Control
17. Metro Inspection Services dated March 13, 2006.
18. Hazard Zone Disclosure Report by JCP Geologists or Disclosure Source dated 3/8/2006.
19. California Tax Data dated 3/8/2006.
20. Copy of "The Homeowner's Guide to Earthquake and Safety and Environmental Hazards" and Receipt.
21. List of Improvements Made Since August 2002
22. Brennan Electric Company Receipt
23. First American Title Preliminary Title Report dated Feb 1, 2006, 25 pages, Renee Haugen Escrow Officer 510-548-2565
24. Star Inspection Group Report dated July 30, 2002, 51 pages

The undersigned Purchaser and Agent acknowledge timely receipt of the above referenced documents.

_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date
Agent Representing Buyer: _____			

Receipt For Docs 181 Brookside Drive .dot 1
Revised 03/19/06

The GRUBB Co.

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

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Property Address: 181 Brookside Berkeley

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12. California Tax Data dated 3/8/2006.
13. Structural Pest Control Report by East Bay Structural dated 2/20/2006.
14. Copy of "The Homeowner's Guide to Earthquake and Safety and Environmental Hazards".
15. Notice of Your "Supplemental" Property Tax Bill.
16. _____
17. _____

The undersigned Purchaser and Agent acknowledge timely receipt of the above referenced documents.

Seller

Date

Buyer

Date

Seller

Date

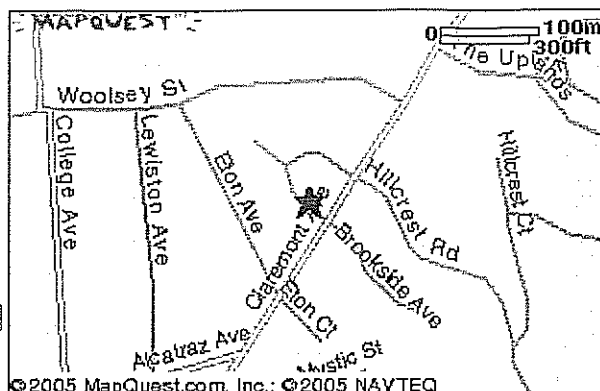
Buyer

Date

Agent Representing Buyer: _____

Virtual Tour:

Print/E Mail This Listing:



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94705-2720 2310

\$895,000

1 of 9

BERKELEY

Active

40151191

SP:

Dir:	CLAREMONT>BROOKSIDE	Bldr/A:		Beds:	3	# of Units:		SqFt:	1695 / Appraisal
Cross St:	CLAREMONT	Model:		Baths:	2 / 1	%OwnOcc:		\$/SqFt:	528
D/N/S:	BERKELEY	Style:	Tudor	#Rms:	8	Unit's Flr:		Lot Ac:	0.09
TB Map:	629J4	# Assoc Docs:	0	Story:	Split Level	Yr Blt:	1932	TIC%:	
Complex:						Pool:	No	Lot SF:	3900
Unit Info:						Const:	Existing		
Pets:									
Sales Ofc:						Subdiv:			

Features

M Level:	0.5 Bath, Main Entry		
U Level:	3 Bedrooms, 2 Baths	L Level:	Laundry Facility
+ Rooms:	Formal Dining Room, Other		
Kitchen:	Breakfast Nook, Counter - Tile, Dishwasher, Ice Maker Hookup, Range/Oven Free Standing, Refrigerator, Self-Cleaning Oven		
Ba Non-Mstr:	Shower Over Tub, Stall Shower, Tile, Tub		
Mstr Bath:		Fireplace:	1 / Living Room
Heat:	Forced Air 1 Zone, Gas	Garage:	2 / Attached Garage, Int Access
Cool:	None	Flooring:	Hardwood Flrs Throughout, Tile,
Equipment:	Dryer, Garage Door Opener, Security Alarm - Owned, Washer, Window ...	Laundry:	In Garage, Other
Lot:	Corner, Level, Regular	Wtr/Sewr:	Sewer System - Public, Water - P
Exterior:	Stucco	Pool:	None
Roof:	Composition Shingles	Foundatr:	Crawl Space, Partial Basement
View:		Disabled:	
Yard Desc:	Back Yard, Deck(s), Fenced, Garden/Play		
SchoolDist:	Berkeley (510) 644-6504	Elem:	Call School District
		Jr Hi:	Call School District

Homeowner's Association

HOA:	No	Name:	Fee:	Pd:	Trans Fee:	Lit Pend:
Fee Inc:			Docs:			

Amenit:

Confidential Remarks

Architectural jewel in Claremont! Elegant & classic, original wood details, beam ceilings, beauty & character are hallmarks of this light filled split level tudor. Wonderful landscaping & slate walkway in this gem near College Avenue shops in Rockridge & Elmwood!

Offers March 29 1PM Sq. ft. per appraisal, not verified or guaranteed by seller or agent.
Garage has interior access. potential expansion space in attic. Call listing agent re: COE
date.

List Type:	Excl Right	CSO: 2.5	D/VComp: No	List Ser: Full Service	APN: 052156316200	
Disclosure:	Other - Call/See Agent			POS: Yes	City Tr Tax: Yes	Poss: COE, Negotiable
Terms:	CASH , CONV			Inspect/Rpts:	Home Inspection, Pest Control	
Occupied:	Owner	Name: DAVID & FLAVIA	/ Occ Ph (415) 902-4688	24 Hrs: No	Lockbox?: Yes /	FRONT DR 3/23
Show:	CALL 1hr NOTICE ON MSG.GOI					Zoning: 1001

Listed: HELENE BARKIN - (510) 652-2133 ext. 424
HBARKIN@GRUBBCO.COM

THE GRUBB CO. INC. - Off (510) 652-2133
Fax(510) 652-0114

Market: 3/21/2006

Pend:

Sold By: _____ Pro/Act COE: _____

Orig List \$:	\$895,000	Sale \$/Orig \$:	%Last List \$:	895,000	Sale \$/Last \$:	%	Sale \$/SF:	\$	Off Mrkt:
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Sale Credits:	Sale Terms:	DOM:	6
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Prepared By: AMY SMITH

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6

Full Report

MASTER			
Parcel ID	052156316200	Owner Name	NOBAY FLAVIA & ADLER DAVID
Street Number	181 BROOKSIDE DR	Owner2	
City	BERKELEY CA 94705 2720	Sale Date	8/23/2002
Land Use	1001 SINGLE FAMILY RESIDENCE	Sale Price	\$0.00
Building Sq Ft	2095	Bedrooms	3
Thms Bros	629J4	Bathrooms	1.5
Mail Addr	181 BROOKSIDE DR	Mail Addr2	BERKELEY, CA 94705-2720
Owner Display	FLAVIA NOBAY & DAVID ADLER	Absent Owner (Y/N)	N
Owner Last	NOBAY	Owner First	FLAVIA & DAVID
County	ALAMEDA	Year Built	1932

LOCATION AND OWNERSHIP

Plat Image
Plat Image 1
Plat Image 2
Plat Image 3
Plat Image 4
Plat Image 5
Plat Image 6
Plat Image 7

RECEIVED AND READ

NUMBER OF PAGES 1

NAME _____ DATE _____

NAME _____ DATE _____

Property Address

181 BROOKSIDE DR
BERKELEY, CA 94705-2720

Mail Address

181 BROOKSIDE DR
BERKELEY, CA 94705-2720

Mail Crnt

C011

Census Tract	Census Blk Gp	Zoning	Crnt	Latitude	Longitude	Flood Panel	Flood Zone	Flood Map Date
4238.00	3		C011	37.853307	122.250127	060004-0002A	X	9/1/1978

County Use

1100 SINGLE FAMILY RESIDENCE

CHARACTERISTICS

Stories	2	Year Built	1932
Lot Sq Ft	3900	Lot Acres	0.0895
Bldg Sq Ft	2095	# of Units	0
Rooms	6	Bedrooms	3
Full Baths	1	Half Baths	1
Parking	G	Parking Spaces	0
Pool			

TAXES AND ASSESSMENTS

Tax Year 2004

Land Value	Percent Land To Total
\$246,009.00	30

Improvement Value	Percent Impr To Total
\$574,021.00	70

Total Value	Tax Amount
\$820,030.00	\$11,657.42

SALES

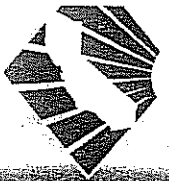
Sale Number	Sale Date	Sale Price	Sale Code	Sale Code Desc
1	8/23/2002	\$0.00		
2	4/29/1996	\$364,000.00	F	FULL AMOUNT COMPUTED FROM TRANSFER TAX OR EXCISE TAX

Sale Number	Document Number	Document Type	Title Company
1	2002 367340		OLD REPUBLIC TITLE COMPANY
2	103630	GD	CHICAGO TITLE CO

Sale Number	Mtg Amount	Mtg Code	Mtg Lender
1	\$644,000.00		FIRST HORIZON HOME LOAN CORP
2	\$300,000.00		DR ROBERT J STALLONE

LEGAL

Subdivision	Legal Description



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 10/04)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

BUYER/SELLER [Signature] Date 2/13/06 Time AM/PM

BUYER/SELLER [Signature] Date 2/13/06 Time AM/PM

AGENT [Signature] (Please Print) By Helene (Associate-Licensee or Broker Signature) Date 2-13-06

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code § 2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by [Signature] Date 2/13/06





LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☒ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ other: _____

dated _____, on property known as: 181 Brookside Berkeley ("Property") in which _____ is referred to as Buyer or Tenant and FLAVIA NOBAY & DAVID ADLER is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant: _____

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

[Signature]

Seller or Landlord

2/13/06

Date

[Signature]

Seller or Landlord

2/13/06

Date

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FLD REVISED 1/03 (PAGE 1 OF 2) Print Date May 05

Buyer's Initials (____)(____)

Seller's Initials (DA)(FN)

Reviewed by _____ Date _____



MASTER COPY

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Gruhl Co
Agent (Broker representing Seller) Please Print

By Hilene Bar L 2/13/2006
Associate-Licensee or Broker Signature Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Buyer or Tenant	_____ Date	_____ Buyer or Tenant	_____ Date
--------------------------	---------------	--------------------------	---------------

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 USC 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ Agent (Broker obtaining the Offer)	By _____ Associate-Licensee or Broker Signature	_____ Date
---	--	---------------

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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525 South Virgil Avenue, Los Angeles, California 90020



Property Address: 181 Brookside Drive Berkeley

This disclosure is designed to give buyers and sellers a basic understanding of four contract provisions: Agency, Liquidated Damages, Arbitration of Disputes and the Megan's Law Database. The Liquidated Damages and Arbitration of Disputes provisions deal with different issues and must be read, in their entirety, before signing a contract.

AGENCY

The Brokers have a fiduciary duty to their own Clients. However, the Brokers also owe all Principals in the transaction: fair and honest dealing, acting in a diligent manner and handling the transaction in a timely fashion. Furthermore, the Broker representing the Buyer may also represent other potential Buyers who may consider or make offers on the same property. Likewise, the Broker representing the Seller may also represent other Sellers that have similar or competing properties.

There are 3 basic forms of representation under Agency. The Buyer may have sole representation by their Agent/Broker, the Seller may have sole representation by their Agent/Broker, or there may be Dual Agency, wherein the Agent /Broker represents both the Buyer and the Seller. This Dual Agency does exist whether 2 separate Agents working for the SAME Brokerage are representing the Buyer and the Seller, or if the SAME AGENT represents both Buyer and Seller.

- ☐ I understand that The GRUBB Co. is representing BOTH Buyer and Seller in this transaction.
- ☐ I understand that The GRUBB Co. and _____ are representing BOTH Buyer and Seller in this transaction.

In addition, the Agents must disclose if they have any financial interest in the subject property.

- ☒ The Agent/Broker DOES NOT have a financial interest in the subject property.
- ☐ The Agent/Broker DOES have a financial interest in the subject property in the form of a Swing Loan.
- ☐ The Agent/Broker DOES have a financial interest in the subject property in the form of the following described Loan _____.

Seller's Initials DA HN / Buyer's Initials () ()

Property Address: _____

181 Brookside Berkeley

LIQUIDATED DAMAGES

The parties can, if they choose, agree to have this option or they can decline it in the purchase contract. Most standard real estate contract forms contain a provision for the buyer and seller to agree, in advance, to set a limit on the maximum amount of damages the seller will recover if the buyer breaches the contract. This limit is usually 3% of the purchase price or the amount in escrow, whichever is less. Initialing this provision is not a guarantee that the seller will recover the deposit and it is not a means to prevent a buyer from terminating the contract. This section does not address and has no effect on other legal remedies, such as specific performance. This section does not limit the damages the buyer will recover if the seller breaches the contract. The provision only applies if the buyer breaches the contract. Neither Realtors nor escrow holders can determine if a breach has occurred; this is an issue decided by a court or through arbitration.

ARBITRATION OF DISPUTES

The parties can, if they choose, agree to have this option or they can decline both. Most standard real estate contract forms contain a provision whereby the buyer and seller can, if they choose, agree to submit their disputes to binding arbitration. This is a contract option which has been made available as a convenience for buyers and sellers to decide what forum will be used to resolve any disputes.

Arbitration is less formal and can be a faster, less expensive means of resolving disputes than a court trial.

NATURE OF BINDING ARBITRATION: Binding arbitration is a process whereby parties (by themselves or through their attorney) resolve disputes before a neutral arbitrator(s). The arbitrator (s) is required to be a neutral, disinterested person that the parties agree to use, such as a retired judge or an arbitration service, such as the American Arbitration Association (AAA), and must render a fair and impartial decision. That decision is then final and enforceable; there is no appeal even if the decision is based upon a misunderstanding of fact and/or law. By electing binding arbitration, the parties are generally giving up the right to a trial by a judge or jury as well as the right to full and formal court process. However, the parties can be represented by legal counsel if they choose arbitration.

SCOPE OF ARBITRATION: The arbitration would cover most real estate transaction disputes that arise either before or after escrow closes. Those excluded actions are described in The Arbitration of Disputes Provision. The only parties who must submit to the arbitration process are The Principals to the Transaction.

ARBITRATOR: The arbitrator is required to be a neutral, disinterested person that the parties agree to use, such as a retired judge or an arbitration service, such as the American Arbitration Association (AAA).

Seller's Initials (DA) (FN) / Buyer's Initials () ()

Property Address: _____

181 Brookside Berkeley

RIGHTS TO DISCOVERY AND RULES OF EVIDENCE: Arbitration provisions vary regarding the right to conduct discovery (such as depositions, inspections of records). Code of Civil Procedure §1283.05 permits such discovery in arbitration if it is provided for in the agreement. The rules of evidence in arbitration are less rigid than in a trial court. The parties can put forth documents, present and cross-examine witnesses and make oral and/or written arguments.

ARBITRATION FEES: The cost of arbitration varies, depending upon the nature of the case and the type of arbitration chosen. As an example, AAA has a sliding scale based on the amount of claim (i.e., \$1 to \$25,000 is a 3% fee, subject to a \$300 minimum). Who pays those fees depends upon the arbitration agreement.

THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTANDS THAT THEIR CHOICES REGARDING LIQUIDATED DAMAGES AND ARBITRATION HAVE NOT BEEN BASED UPON ANY REPRESENTATIONS OF THE REAL ESTATE AGENTS IN THIS TRANSACTION.

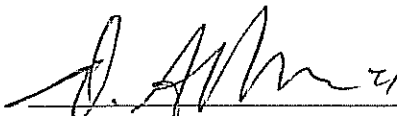
THE UNDERSIGNED UNDERSTANDS THAT IF THEY HAVE FURTHER QUESTIONS, CONCERNS, OR NEED ADVICE ABOUT AGENCY, LIQUIDATED DAMAGES OR ARBITRATION, THEY SHOULD CONSULT THEIR ATTORNEY.

MEGANS LAW DATABASE

In addition to the Megan's Law data base disclosure in the Purchase Agreement, which references the availability of information on sex offenders, Buyer is advised that there is a searchable data base of sex offenders available in the internet at www.meganslaw.ca.gov.

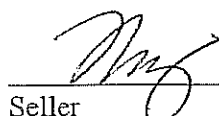
If this is information that is important to Buyer, Buyer is urged to conduct his/her own investigation of this database. Furthermore, neither the Listing Agent nor the Seller has verified the accuracy of the database.

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

 2/13/06

Seller Date

Buyer Date

 2/13/06

Seller Date

Buyer Date



1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

**BERKELEY ORDINANCE
ADDENDUM**

Dated _____ between the Buyer(s) _____
and Seller(s) FLAVIA NOBAY & DAVID ADLER relating to property located at
181 Brookside Berkeley

Provided below is a list of Berkeley's major regulations that relate to property ownership. These regulations, as well as the fees that are based on the regulations, may not apply to your particular property, but are provided as a convenient reference. You may obtain copies of the codes and ordinances relating to these regulations from the City of Berkeley, 2180 Milvia Street, Berkeley, CA 94704, (510) 981-2489, between 8:30 a.m. and 5:00 p.m., Monday through Friday or visit www.ci.berkeley.ca.us.

The following provisions are incorporated into the above contract:

NOTE: The provisions in this Addendum shall supersede any contrary provisions in the above referenced contract.

For Berkeley Properties:

- RECO:** Berkeley's Residential Energy Conservation Ordinance requires that a property meet certain energy conservation standards at the time of sale. The City of Berkeley may change these standards from time to time. A property that previously met requirements may no longer meet the upgraded standards of the ordinance. Any required retrofitting and documentation to comply with the current ordinance shall be the responsibility of the ☒ Seller (form A), or the ☐ Buyer (form C). Refer to *DA/FN* Ordinance #6099-NS. *Note: Responsibility for compliance may not be transferred to a subsequent buyer if the seller accepted responsibility at the time of their purchase. If Form C is signed, the home must be brought into compliance within one year of sale. Maximum cost to bring into compliance is 0.75% of sales price.* For more information call the City of Berkeley Energy Office at 510-981-5435 or Community Energy Services Corporation (CESC) at 510-644-8546.
- TRANSFER TAX CREDIT:** Berkeley has imposed a transfer tax equal to 1.5% of the sale price. Up to one third of the tax (1/2% of sale price) may be held in escrow to pay for seismic strengthening of the structure. To claim this credit, any seismic strengthening work must have been performed after October 17, 1989, and completed with proper building permits issued by the Berkeley Building Department. A Declaration of Real Property Transfer Tax form must be approved by the City prior to close of escrow to authorize holding the funds. Seismic work must be completed and a Seismic Retrofit Verification form filed within 6 months of close of escrow. Upon completion of seismic work, funds in escrow shall be released to the ☒ Buyer or ☐ Seller or _____. Refer to Ordinance #6072-NS. The application form is available at City of Berkeley Building Permits 510-981-7500.
- RENT CONTROL ORDINANCE:** Buyer is aware that a local ordinance exists, which regulates the rights and duties of property owners and tenants. It may affect the level of present rents, future rent adjustments, and creates severe restrictions on evicting tenants or recovering the property for personal occupancy. The Buyer is strongly advised to review the Berkeley Rent Stabilization Law and examine the rent control file on the property, if one exists, at the Rent Stabilization Board. The Buyer is further advised to refer rent control issues and questions to a qualified landlord/tenant attorney. Information from City of Berkeley Rent Stabilization Program can be found at 510-644-6128.

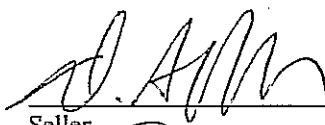

Seller's Initials *(DA) (FN)* / Buyer's Initials () ()

Property located at

181 Brookside Drive Berkeley

4. **TENANTS IN COMMON ("TIC") Chapter 13.88 BMC:** If the property described in this purchase contract contains two or more units, and those units are NOT condominiums, the Buyer is hereby notified that the City of Berkeley requires that a buyer be presented with a copy of the **Tenants In Common General Information Statement**. Tenants in Common is an unusual form of ownership in that all owners have an undivided interest in the property. In addition, all owners are named on the same loan or loans for the property. This creates a situation where financial responsibility for the property is shared by all owners. There should always be a formal Tenants in Common Agreement which governs rights of exclusive occupancy of individual units, financial responsibilities and other matters. Any buyer of a Tenant in Common property is urged to seek Legal Counsel to discuss the risks inherent to this form of ownership, prior to purchasing the property.
5. **BERKELEY HAZARDOUS FIRE AREA:** Properties situated within this area must comply with the requirements set forth in the Berkeley Uniform Fire Code. Buyer acknowledges that he/she has received a copy of "Fire Hazards and Vulnerabilities" (3 pages attached).
6. **SMOKE DETECTORS ORDINANCE:** Smoke Detector location within dwelling units. In dwelling units, a detector shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit has more than one story and in dwellings with basements, a detector shall be installed on each story and in the basement. In dwelling units where a story or basement is split into two or more levels, the smoke detector shall be installed on the upper level, except that when the lower level contains a sleeping area, a detector shall be installed on each level. When sleeping rooms are on an upper level, the detector shall be placed at the ceiling of the upper level in close proximity to the stairway. In dwelling units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallway and in the adjacent room. Detectors shall sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.
7. **BERKELEY CREEK PROTECTION ORDINANCE: BMC 17.08 Preservation and Restoration of Natural Watercourses.** Over 2000 properties are potentially affected by this ordinance. Homeowners cannot perform any construction within 30 feet of a creek without a variance. This includes but is not limited to permitted repairs, new construction, replacement and improvements after a fire or natural disaster. Variances may be difficult or impossible to obtain. If home is located over a culvert, repairs to the culvert are currently considered by the City of Berkeley to be the homeowner's responsibility. A copy of the City's Creek Map (1 page) is attached.

The Undersigned Acknowledge Receipt of a Copy of this Disclosure and 4 Pages of Attachments.

 2/13/04
 Seller Date
 2/13/04
 Seller Date

 Buyer Date

 Buyer Date

Fire Hazards and Vulnerabilities

The City of Berkeley faces an ongoing threat from urban and wildland fire. Susceptibility to fire is heightened due to Berkeley's dense development pattern, characterized by older structures including high rise buildings, multi-storied residential units, and a variety of warehouse, manufacturing, and commercial properties. Berkeley also faces a significant wildland fire danger along its hillsides where the wildland and residential areas interface. Wildland fires can result from both human activity and natural causes. Once ignited, these fires can be difficult to contain. The risk of fire is most common during the dry months of May through October, and can become extreme when the warm, dry Diablo winds blow out of the northeast. When the winds blow strongly, fires occurring in the densely vegetated hill areas are extremely difficult to control. A wildfire can move with breathtaking speed, down from the ridge in 30 minutes, expanding to one square mile in one hour, and then consuming hundreds of residences in a day. In the Berkeley and Oakland Hills there have been 14 wildland fires since 1923, which collectively have burned 9,000 acres and destroyed more than 3,500 structures.

On September 17th, 1923, a fire started in Wildcat Canyon, just over the ridge from Berkeley. It was a warm day, with a strong northeast wind, which blew the flames up over the ridge into northeast Berkeley. Firefighters were able to do little to slow the fire as flying embers spread it rapidly from block to block. By the time the winds finally changed in the late afternoon, the fire had burned all the way to the northern edge of the University campus and as far west as Shattuck Avenue. Several thousand people were homeless, and 584 homes were destroyed. Had the winds not shifted, the fire could have burned to the Bay.

Figure 14. Hazardous Hill Area, Fire Station Locations and Evacuation Routes

Because of increased development and vegetation growth in the hills, the fire threat continually increases. Abundant dead brush and vegetation, and non-fire-resistant building materials, fueled the 1991 firestorm, which ignited in the Oakland Hills. The combination of fuel, drought, hot and dry weather, wind conditions, poor accessibility, and insufficient water pressure in some areas proved devastating. The fire destroyed 62 homes in Berkeley and more than 3,000 homes in Oakland, consuming one house every 11 seconds in the first three hours. Twenty-five people lost their lives in the fire.

In the aftermath of the 1991 Fire, the City established the Hill Hazardous Fire Area District. The purpose of the District was to expand inspection programs, reduce excess vegetation, and educate residents about the special needs for vegetation management and fire prevention for people living in the urban/wildland interface. Hazardous fire area inspections are conducted annually by fire companies, between May and September. Vegetation removal programs, including the chipper and debris box programs, continue with funding provided by a surcharge on the refuse bills for residents in the hill area. In 1997, the City Council-approved assessment district in the Berkeley hills area ended; however, the danger from a wildfire has not. The continued commitment of the residents to a fire-safe area is critical.

Figure 14 shows the location of the Hill Hazardous Fire Area and the Emergency Access and Evacuation Routes established in the General Plan Transportation Element. (Also see *Transportation Policy T-28*.) All streets in the Fire Hazard Area are considered to be evacuation routes, as are the public paths that make up Berkeley's pathway network system (see *Figure 6, Transportation Element*).

Efforts are currently underway to construct a new fire station for the hill areas east of the Hayward fault. The objective of the current efforts is to develop a facility that will be able to respond to major disasters in these neighborhoods.

The location of the residential hill areas adjacent to regional parklands poses two additional fire prevention challenges. First and foremost, these parklands are heavily wooded providing ample fuel for a major wildland fire that can easily move into the Berkeley neighborhoods. Second, these areas are managed by the East Bay Regional Park District and serviced by the California Department of Forestry (CDF). Therefore coordination between the City of Berkeley and the adjacent jurisdiction is essential. Major issues that must be addressed are: 1) the benefits and implications of establishing and maintaining a firebreak between the

wildland areas and the residential areas of Berkeley, and 2) joint response plans to fires in the area.

To fight fires effectively, adequate water pressure, supply, and delivery must be available. While water pressure is generally adequate throughout the city, fire-fighting capability can be hampered by supply and pressure limitations in particular water pressure zones. Moreover, an earthquake can easily sever water lines in the area. Several areas in the East Bay Hills can produce flame fronts that cannot be controlled with water from hydrants, fire truck hoses, or helicopter buckets, or with retardant drops from air tankers, until the winds die down in the late afternoon. Compounding this threat is the fact that evacuation can be difficult, slow, and dangerous due to winding and narrow roadways in the hills.

A secondary hazard is the potential for massive land sliding on fire-burned hillsides when heavy rains follow firestorms. Extreme heat from firestorms can create an impermeable soil layer beneath the surface. When heavy rains fall on denuded slopes, soil saturation occurs rapidly and the danger of landslides in susceptible areas is great, posing a risk to life, structures, and infrastructure.

In conclusion, areas of the city that are most vulnerable to fire hazards are:

Hillside Residential Areas Near and Adjacent to Wildland Areas - There are approximately 750 residences in vulnerable hillside areas in Berkeley.

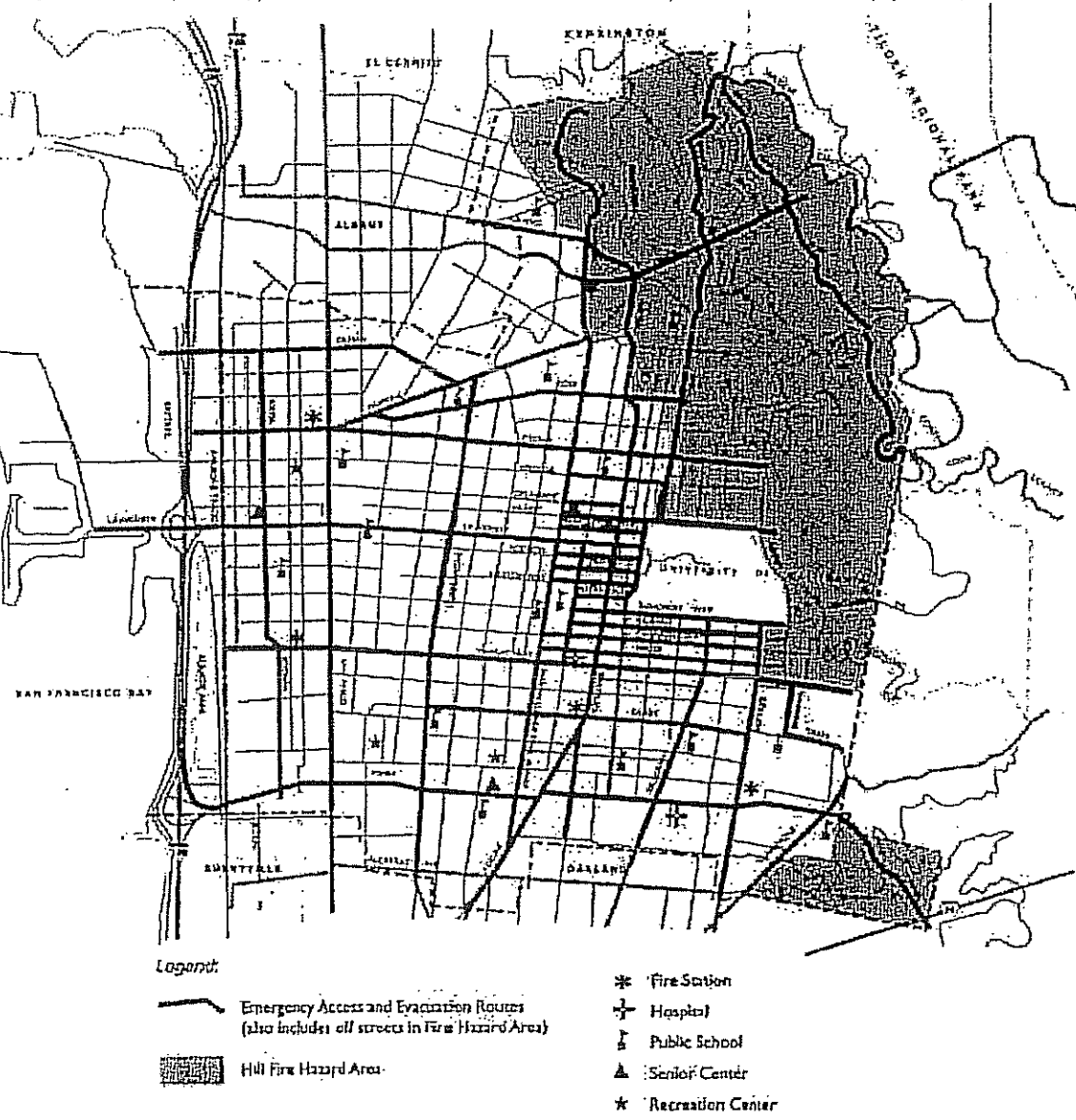
Structures Built with Combustible Materials - The presence of wood siding, shake roofs, and other combustible materials heightens the vulnerability of residences and structures in the hills area.

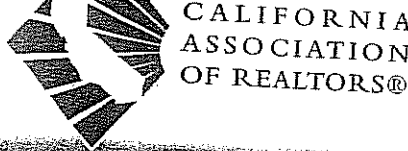
Areas of Heavy or Unmanaged Vegetation - Dense vegetation increases the danger to people and structures from fire. The fuel load is particularly high in the Berkeley hills.

Circulation and Utilities - As demonstrated in the 1991 firestorm, narrow winding roads can become inaccessible and unusable for evacuation or for emergency equipment and personnel. Aboveground utility poles can exacerbate problems.

The Water Delivery System - In an emergency the age of the existing water supply system may cause the system to be unreliable.

Figure 14. Hazardous Hill Area, Fire Station Locations and Evacuation Routes





CALIFORNIA
ASSOCIATION
OF REALTORS®

**SUPPLEMENT . STATUTORY
AND CONTRACTUAL DISCLOSURES**
(C.A.R. Form SSD, Revised 10/04)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as
187 Brookside Dr.
situated in Berkeley, County of Alameda, Assessor's Parcel No. _____, California ("Property").

2. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

3. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)
- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
 - B. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
 - C. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
 - D. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
 - E. Whether the Property is located within 1 mile of a former federal or state ordnance location... ☐ Yes ☒ No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
 - F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. ☐ Yes ☒ No
 - G. Insurance claims affecting the Property within the past 5 years. ☐ Yes ☒ No
 - H. Matters affecting title of the Property. ☐ Yes ☒ No
 - I. Material facts or defects affecting the Property not otherwise disclosed to Buyer. ☐ Yes ☒ No
- Explanation, or ☐ (if checked) see attached; _____

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

Seller [Signature] Date 2/13/06
Seller [Signature] Date 2/13/06

5. By signing below, Buyer acknowledges Buyer has received, read, and understands this Supplemental Statutory and Contractual Disclosures form.

Buyer _____ Date _____
Buyer _____ Date _____

Agent (Broker Representing Seller) [Signature] Date _____

By [Signature] Date 3/20/06
(Associate-Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____

By _____ Date _____
(Associate-Licensee or Broker Signature)

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Berkeley
COUNTY OF Alameda, STATE OF CALIFORNIA,
DESCRIBED AS 181 Brookside Dr, Berkeley, CA 94705

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 2/21/06. 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: _____

II. SELLER'S INFORMATION

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

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

Seller ☒ is ☐ is not occupying the property.

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

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Rain Gutters |
| <input checked="" type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Fire Alarm |
| <input checked="" type="checkbox"/> TV Antenna | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Central Heating | <input checked="" type="checkbox"/> Sprinklers | <input checked="" type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Patio/Decking | <input type="checkbox"/> Pool | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Spa |
| <input type="checkbox"/> Hot Tub | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)* | <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Locking Safety Cover* | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Number Remote Controls _____ |
| <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Solar | <input type="checkbox"/> Carport |
| Garage: <input checked="" type="checkbox"/> Attached | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | <input type="checkbox"/> Electric |
| Pool/Spa Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Well | <input type="checkbox"/> Private Utility or Other _____ |
| Water Heater: <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Bottled | |
| Water Supply: <input checked="" type="checkbox"/> City | <input checked="" type="checkbox"/> Window Security Bars | |
| Gas Supply: <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* | |
| <input type="checkbox"/> Window Screens | | |
| Exhaust Fan(s) in _____ | 220 Volt Wiring in _____ | Fireplace(s) in <u>Living Room</u> |
| <input type="checkbox"/> Gas Starter _____ | <input checked="" type="checkbox"/> Roof(s): Type: <u>composite shingle</u> | Age: <u>4 year</u> (approx.) |
| <input type="checkbox"/> 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): _____

(*see footnote on page 2)

Property Address: 181 Brookside Dr, Berkeley, CA 94705 Date: 2/21/06

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: walls - some plaster cracks in living room @ corner closest to front door
window - single cracked pane over kitchen sink
door - crack at base of swinging door between kitchen and dining room

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 ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☐ Yes ☒ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ... ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
8. Flooding, drainage or grading problems ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, 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 ☒ 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 [Signature] Date 2/21/06

Seller [Signature] Date 2/21/06

Buyer's Initials (PN) (DA)

Seller's Initials (PN) (DA)

Reviewed by _____ Date _____



Property Address: _____

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: See attached addendum

Agent (Broker Representing Seller) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

3/21/2006

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: _____

Agent (Broker Obtaining the Offer) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

Agent (Broker Obtaining the Offer) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

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

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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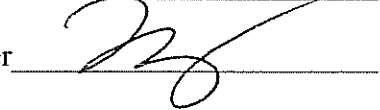
181 Brookside Drive
Berkeley, CA 94705

**Addendum to Sellers
Transfer Disclosure Statement
March 13, 2006**

On March 12, 2006 a small amount of water was noticed in front of the sink and washing machine in the garage. A plumber was called and identified a clog that caused an overflow. The clog and back up were cleared from the laundry line via the 3 inch clean out on the side of the house. Attached is the invoice from that service.

Seller 

Date 3/13/06

Seller 

Date 3/13/06

Buyer _____

Date _____

Buyer _____

Date _____

3/21/2006

Sellers Agents Transfer DISCLOSURE 181 Brookside

1. When entering the living room to the left in the corner there were cracks in the stucco prior to painting
2. This is a stucco house and shows plaster cracks in ceilings ^{and walls} - ceiling of upper bathroom had some cracks prior to painting
3. Bathroom on mid level shows wear on floor tile
4. Red door to garage has numerous dings in it
5. Property is located on a street with traffic
6. Floors show some wear - in entryway at base of stairs, and there are some stains on hardwood floors in living room near sofa + large window
7. Large window behind sofa, bottom pane left, left
8. Square footage on tax records is different than appraisal. TAX RECORDS SHOW AS 2095. Appraisal shows as 1695. SQ FOOTAGE NOT VERIFIED BY SELLER OR AGENT. APPRAISAL DONE April 2003 BY ROBERT WELLS HOME LOAN CORP

3/21/2006

By Helena
Seller

Seller

3/21/06
Date



ROTO-ROOTER

333 North Canyons Parkway Ste. 221
Livermore, CA. 94551
(510) 483-2324 (24 Hours-7 Days A Week)
(925) 605-4300 (Corporate Office)
Contractor Lic# 604196

INVOICE NO.

SOURCE

DATE OF SERVICE

NOW YOUR PLUMBER TOO!

SAVE THIS INVOICE AND YOUR GUARANTEE

CUSTOMER CLASS

☐ RESIDENTIAL

☐ COMMERCIAL

CUSTOMER NAME

CUSTOMER PHONE

TENANT PHONE

BILLING ADDRESS

FEDERAL I.D. NUMBER

PURCHASE ORDER #

CITY

STATE

ZIP

CHARGE AUTHORIZATION #

JOB ADDRESS IF DIFFERENT THAN BILLING ADDRESS

ADDRESS

STATE

ZIP

APARTMENT NO.

TENANT NAME

DESCRIPTION OF WORK

1st hour minimum

RECEIVED AND READ

NUMBER OF PAGES

NAME

DATE

NAME

DATE

TIME IN

TIME OUT

TERMS OF PAYMENT

TYPE OF SERVICE

INVOICE AMOUNTS

CASH ☐

CREDIT CARD ☐

SEWER & DRAIN ☐

INDUSTRIAL ☐

PARTS

\$

CHECK ☐

NET 30 ☐

PLUMBING ☐

LABOR

GUARANTEE

FOR OFFICE USE ONLY

OTHER

OTHER

TAX EXEMPT

#

TAX

TOTAL

- i vi xi
- ii vii
- iii viii
- iv ix
- v x

POSTED

BILLED

PAID

JOB COMPLETION

This is to acknowledge completion of the above described work which has been done to my complete satisfaction.

DATE

CUSTOMER SIGNATURE

SERVICEMAN'S NAME

A 680582

INVOICE INVENTORY #

PRINT CUSTOMER'S NAME

Law Office of David Sternfeld
420 Third Street, Suite 200
Oakland, California 94607

Telephone: (510) 763-8015
Facsimile: (510) 763-8013
E-mail: disatty@aol.com

March 15, 2006

Mr. David Adler and Ms. Flavia Nobay
181 Brookside Dr.
Berkeley, CA 94705

Re: Adler v. Stallone
Docket #: RG05218634

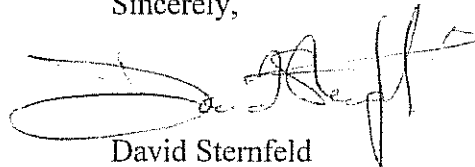
To Whom It May Concern:

This letter is intended to comply with California law in regards to pending litigation involving the sale of this home. A lawsuit has been filed in Alameda County Superior Court on the part of David Adler and Flavia Nobay against certain parties as regards the sale of the home to Mr. Adler and Ms. Nobay. The lawsuit claims a failure to disclose defects in the homes plumbing system as it pertains to an upstairs shower leak, and the misrepresentation of the actual square footage of livable space in the home.

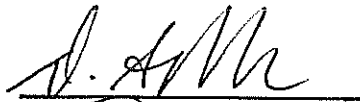
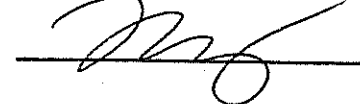
The plumbing defect has been cured by the Adler's and the misrepresented square footage of the livable space in the home is now correctly listed and does not include any square footage of the attached garage.

There are no present liens on the house and the remedy sought by the Adler's is a monetary one.

Sincerely,



David Sternfeld

Seller		Date	<u>3/16/06</u>
Seller		Date	<u>3/16/06</u>
Buyer	_____	Date	_____
Buyer	_____	Date	_____

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 181 Brookside Dr., Berkeley CA 94705

Seller(s) Name David Adler, Flavia Nobay

As of: (Date) _____

This form supplements the Real Estate Transfer Disclosure Statement requirements of Civil Code §1102 and is designed to give the Buyer(s) additional information regarding the subject property. The following representations are made by the Seller(s) and are NOT representations by Agent(s).

- | | Yes | No | Don't Know |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 1. Any non-tempered glass on shower and/or sliding doors? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Any spark arrestors which have been installed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Any animals kept on the property? <u>None as of 2/19/06 (one cat)</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any pools or spas requiring fencing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any leaks, back-ups or recurring blockages in any sewer drainlines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Describe the condition, repairs and frequency of recurrence of the problem(s) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

11. Are you aware of any creek that is open or culverted or any natural watercourse within 100 feet of the subject property? (Refer to The Grubb Co. City Ordinance Addendum regarding **Creek Preservation or Protection Ordinances**)
12. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source?
- Location(s): _____

Describe/Date Specific Corrective Repairs: _____

13. Regarding driveway or private access:
- (a) Any shared or common driveway or road?
- (b) Any written or oral agreement to maintain driveway or road?
- (c) Any forthcoming assessments?
- (d) Any easements not of public record?
14. Are you aware of any of the following in the neighborhood at any time?
- (a) Flooding or drainage problems
- (b) Settling, slippage, landslides or other soil problems
- (c) Recurrent or unusual odor problems
- (d) Contaminated soil or ground water
- (e) Any criminal activity on the subject property or in the immediate neighborhood?
- Describe: _____

15. Proximity to any of the following:
- (a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use)
- (b) Proposed or approved changes in public or private facilities
16. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)?
17. Any deaths on the property in the last three years?
18. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill?
19. Any disease which affects trees or plants on the property or within two hundred feet of property?
20. Any restrictions on the use of the premises other than those disclosed in writing?

Seller's Initials (DA) (FN) / Buyer's Initials () ()

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 181 Brookside Dr. Berkeley CA 94705

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 21. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Any problems with retaining walls (such as leaning, bulging or cracking)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Any problems with existing underground sprinkler systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) If yes, please describe and give location | | | |
| (b) Was sump pump installed with permit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 25. Any damp soil and/or standing water in the sub area (under any building)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26. Any standing, collecting or ponding water on the property at any time? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, where? | | | |
| 27. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, <u>electrical</u> systems, <u>plumbing</u> sewers/septics or other structural components? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, for each repair, replacement or ongoing maintenance, explain: <u>New meter main installed, 5/23/03</u> | | | |
| 28. Any concealed hardwood floors? <u>Master Shower pan/plumbing/tile replaced 2003, dry rot repaired.</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, which rooms? | | | |
| What is the condition of the floors? | | | |
| 29. Any insulation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, please describe | | | |
| 32. Any multiple dwelling units included in this sale? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, number of units _____ Number of legal units _____ | | | |
| 33. Is a current 3R report available? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. Any Homeowner's insurance claims in the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 35. Any water-related insurance claims in the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

REPORTS, INSPECTIONS or ESTIMATES

1. Check applicable boxes, if any, of the following reports, inspections or repair estimates were made for you, previous owner(s) or prospective Buyer(s).

<input checked="" type="checkbox"/> Pest Control	<input checked="" type="checkbox"/> Structural/Engineering	<input checked="" type="checkbox"/> House Inspection	<input type="checkbox"/> Roof	<input type="checkbox"/> Pool/Spa
<input type="checkbox"/> Well	<input type="checkbox"/> Septic	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Heating	<input type="checkbox"/> Air Conditioning
<input type="checkbox"/> Survey	<input type="checkbox"/> Soils/Drainage	<input type="checkbox"/> Geologic	<input type="checkbox"/> Energy Audit	<input type="checkbox"/> Environmental Hazards
<input type="checkbox"/> Plans	<input type="checkbox"/> Building Permits	<input type="checkbox"/> Berkeley RECO Compliance		

Please describe all checked boxes by type and approximate date(s) and indicate if copies are available.

Type of Report	Inspector	Date	Available
<u>House inspection</u>	<u>East Bay Structural</u>	<u>2/20/06</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Seller's Initials (W) (DA) / Buyer's Initials (____) (____)



1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

**SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

Property Address 181 Brookside Dr. Berkeley CA 94705

2. Are you aware of any reports or inspections that pertain to any neighborhood properties or conditions which may materially affect the value or desirability of the subject property? ☐ Yes ☒ No
If yes, explain: _____

(NOTE: IT IS RECOMMENDED THAT BUYER OBTAIN A COPY OF ALL EXISTING REPORTS, INSPECTIONS OR REPAIR ESTIMATES.)

OWNERSHIP

- | | Yes | No | Don't Know |
|---|--------------------------|-------------------------------------|--------------------------|
| 1. Are you (Seller) a licensed real estate salesperson/broker? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the sale of this property subject to court confirmation (i.e., probate sale)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you involved in any pending or contemplated bankruptcy procedures? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any loans secured by the property where Notice(s) of Default have been or may be recorded? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you anticipate any liens or judgments against any title holder of the property including but not limited to Internal Revenue Service tax liens, etc.? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any unrecorded Easements, Liens or Deeds of Trust? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, EXPLAIN:

(attach additional sheets if necessary) _____

- Have all persons on title signed the listing agreement? ☒ Yes ☐ No

SUPPLEMENTAL INFORMATION: In addition to the disclosure statements made herein, the following facts are known or suspected, which may materially affect the value or desirability of the subject property, now or in the future, including ongoing maintenance and repairs as well as any defects in the home that required significant repairs:

☒ I ACKNOWLEDGE RECEIPT OF A COPY OF "THE HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY"

BUYER(S) HAS READ AND UNDERSTANDS ALL THREE PAGES OF THIS SELLER'S SUPPLEMENT TO THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT AND AGENT'S DISCLOSURE REGARDING ENVIRONMENTAL HAZARDS.

Seller's Initials (RP) (PT) / Buyer's Initials (____) (____)



1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

**SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

Property Address 181 Brookside Dr, Berkeley, CA 94705

RESIDENTIAL SEISMIC SAFETY (GOVERNMENT CODE SECTION 8897 et seq.)

This Earthquake Disclosure is per the California Association of Realtors "Combined Hazards Book", 2005 Edition.

Answer the questions below to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know". If your home does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where you can find information on each of these features in the "Combined Hazards Book". This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement, also required by law.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12
2. Is the house anchored or bolted to the foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	To be reported on the				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding)?	Natural Hazard Disclosure Report				36

If any of the questions are answered "No", the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you have corrected one or more of these weaknesses, describe the work below or on a separate page.

SELLER CERTIFIES THAT THE INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF THE SELLER'S KNOWLEDGE. AS SELLER OF THE PROPERTY DESCRIBED HEREIN, I HAVE ANSWERED THE QUESTIONS ABOVE TO THE BEST OF MY KNOWLEDGE IN AN EFFORT TO DISCLOSE FULLY ANY POTENTIAL EARTHQUAKE WEAKNESSES IT MAY HAVE.

D. Ann 2/21/06
Seller Date

[Signature] 2/21/06
Seller Date

I ACKNOWLEDGE RECEIPT OF THIS FORM, COMPLETED AND SIGNED BY SELLER. I UNDERSTAND THAT IF THE SELLER HAS ANSWERED "NO" TO ONE OR MORE QUESTIONS, OR IF SELLER HAS INDICATED A LACK OF KNOWLEDGE, THERE MAY BE ONE OR MORE EARTHQUAKE WEAKNESSES IN THIS HOUSE.

Buyer Date

Buyer Date



CALIFORNIA
ASSOCIATION
OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b)

Property Address: 181 Brookside Berkeley

- 1. STATE LAW:** California law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8)
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California state law concerning smoke detectors.
- 4. EXCEPTIONS:** Exceptions to the state law are generally the same as the exceptions to the Transfer Disclosure Laws.
- 5. CERTIFICATION:** Seller represents that the Property, as of the close of escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller	<u>[Signature]</u>	<u>D. Adler</u>	Date <u>2/13/06</u>
	(Signature)	(Print Name)	
Seller	<u>[Signature]</u>	<u>F. Nobay</u>	Date <u>2/13/06</u>
	(Signature)	(Print Name)	

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer	_____	Date _____
	(Signature) (Print Name)	
Buyer	_____	Date _____
	(Signature) (Print Name)	

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

REVISED 4/99

OFFICE USE ONLY

Reviewed by Broker

or Designee _____

Date _____





WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring or Strapping
As required by California Health and Safety Code §19211
(Only required when there is a water heater on or in the property)
(C.A.R. Form WHS, Revised 4/05)

Property Address: _____

181 Brookside Berkeley

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211).
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
- EXCEPTIONS:** There are no exceptions to the State Law.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller [Signature]
(Signature)

D. Adler
(Print Name)

Date 2/13/06

Seller [Signature]
(Signature)

F. Nobay
(Print Name)

Date 2/13/06

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____
(Signature) (Print Name)

Date _____

Buyer _____
(Signature) (Print Name)

Date _____

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525 South Virgil Avenue, Los Angeles, California 90020



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

- ☒ Helpful ☒ Clearly written
☐ Too detailed ☐ Confusing
☐ Not detailed enough
- ☒ The booklet helped me to locate earthquake weaknesses in my home.
☒ I have strengthened my home to resist earthquakes.
☒ I plan to fix my home's earthquake weaknesses.
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was _____

Comments: _____

We Want To Hear From You!

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

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

Property Address: _____

Date 2/13/06

Time _____

(signature)

(printed name)

Date 2/13/06

Time _____

(signature)

(printed name)

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

Official C.A.R. Publication 5/05

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

Property Address: _____

Date _____

Time _____

(signature)

(printed name)

Date _____

Time _____

(signature)

(printed name)

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

Official C.A.R. Publication 5/05

COPY

APPRAISAL OF



LOCATED AT:

181 BROOKSIDE DRIVE
BERKELEY, CA 94705

RECEIVED AND READ
NUMBER OF PAGES 2

FOR:

FIRST HORIZON HOME LOAN CORP.
20195 STEVENS CREEK BLVD., SUITE 120
CUPERTINO, CA 95014

NAME _____ DATE _____
NAME _____ DATE _____

BORROWER:

ADLER/NOBAY

AS OF:

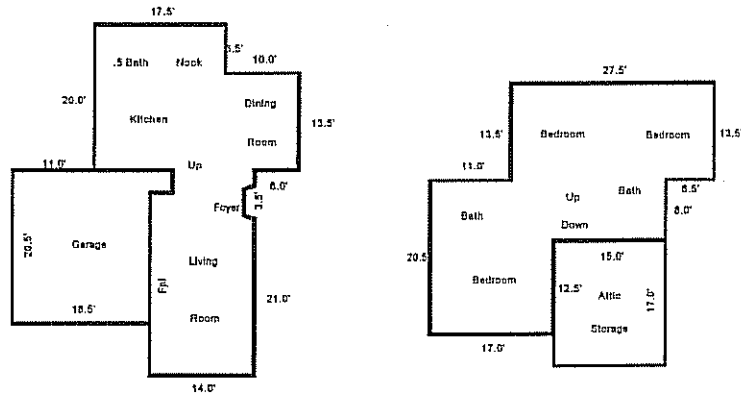
April 30, 2003

BY:

ROBERT WELLS
CA STATE CERT. #AR018661

FLOORPLAN

Borrower: ADLER/NOBAY	File No.: D422323
Property Address: 181 BROOKSIDE DRIVE	Case No.:
City: BERKELEY	State: CA Zip: 94705
Lender: FIRST HORIZON HOME LOAN CORP.	



Sketch by Apex IV Windows™

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Total
GLA1	First Floor	855.00	855.00
GLA2	Second Floor	839.75	839.75
GAR	Garage	380.25	380.25
TOTAL LIVABLE (rounded)			1695

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
0.5 x	0.5 x	1.5	0.37
	1.5 x	21.0	31.50
	12.5 x	24.5	306.25
0.5 x	0.5 x	1.5	0.39
	1.5 x	2.0	3.00
	3.0 x	9.5	28.50
	13.5 x	27.5	371.25
	6.5 x	17.5	113.75
Second Floor			
	17.0 x	20.5	348.50
	8.0 x	15.0	120.00
	13.5 x	27.5	371.25
11 Areas Total (rounded)			1695

Name of Buyer(s) _____
Property Address 181 Brookside Drive
Berkeley, Ca. 94705

Pursuant to Civil Code §1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":

"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."

Buyer acknowledges Buyer has read, understands and has received a copy of this "Notice of Your 'Supplemental' Property Tax Bill".

Buyer _____ Date _____

Buyer _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020





1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

**HOLD HARMLESS AGREEMENT
PEST CONTROL**

Dated: _____ for property located at 181 Brookside, by
and between _____, as Buyer(s)
and NOBAY - ADLER, as Seller(s).

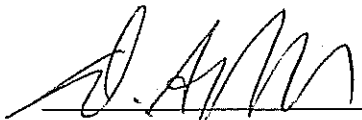
The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by EAST BAY STRUCTURAL dated 2/20/2006 in the amount of \$5520 + \$620 permit for section I and in the amount of \$150 + BY OTHERS for Section II. If buyers choose to have work completed by a general contractor other than a Structural Pest Control Company, further damage may be discovered and a general contractor most likely will **not assume responsibility for additional work** which may be covered by the Structural Pest Control Company making the original report, had they been contracted to complete the work. total \$6148.

The GRUBB Co. in no way recommends that a buyer accept responsibility for or close escrow when a Pest Control report contains a recommendation for a further inspection under Section III that has not been fully investigated.

Further, in order to obtain a notice of work completed / Pest Control Certification ("clearance"), a pest control company will have to be employed to inspect and "clear" the property and will charge an inspection fee of approximately \$150-\$225 and will note in said written "clearance" that work was done by "others" and they **"do not guarantee said work"**. Also, there is no guarantee that they will "clear" the work. There is always the chance that the work done by "others" was not performed correctly (in accordance with pest control standards).


For these reasons, The GRUBB Co. recommends that any pest control repairs be completed by a reputable pest control company. Buyer acknowledges the risks of having work done by "others" and holds the sellers, The GRUBB Co. and the selling broker (if applicable) harmless and relieves them of any liability relating to the completion of pest control work.

The undersigned has read and approved and received a copy hereof, and has read received and approved a copy of Structural Pest Control Report noted above:



Seller Date

Buyer Date



Seller Date

Buyer Date

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

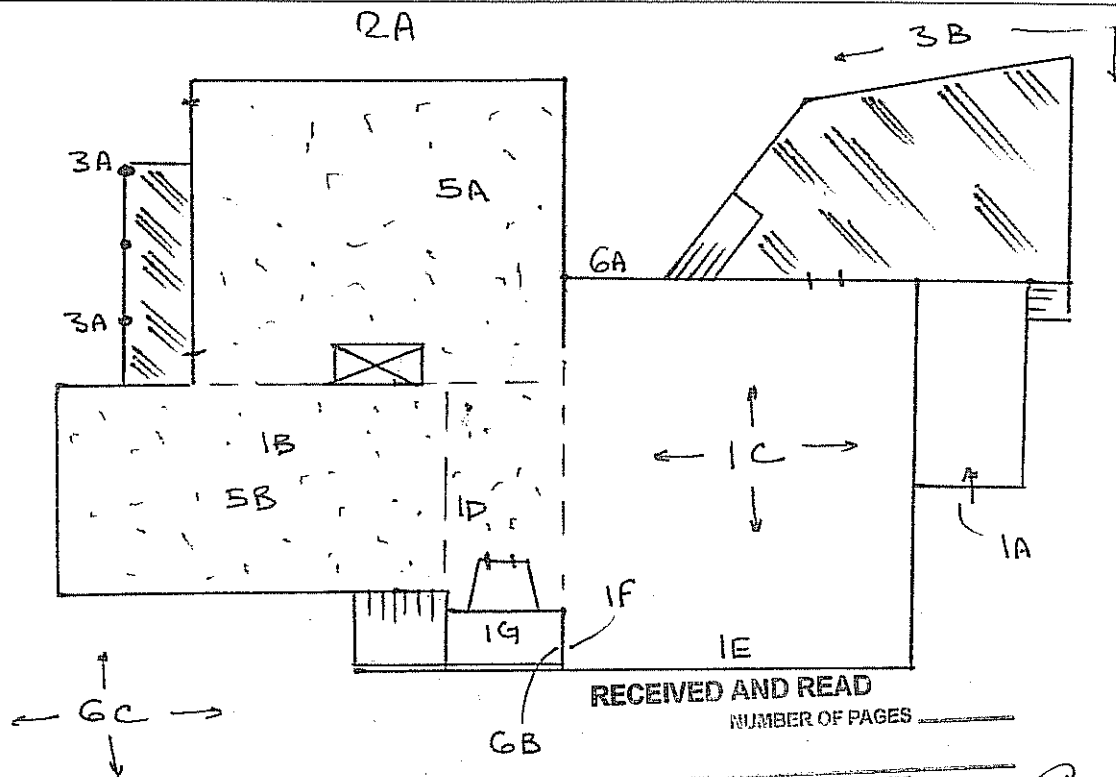
BUILDING NO.	STREET, CITY, STATE, ZIP	Date of Inspection	No. of Pages
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EAST BAY STRUCTURAL & TERMITE COMPANY

1096 Yerba Buena Avenue, Emeryville, CA 94608
 Ph: (510) 652-4712 (510) 652-4790 Fax

Firm Registration No. PR 4263	Report No. 60265	Escrow No.
Ordered By: DAVID ADLER 181 BROOKSIDE DRIVE BERKELEY, CA 94705	Property Owner/Party of Interest DAVID ADLER 181 BROOKSIDE DRIVE BERKELEY, CA 94705	Report Sent To: THE GRUBB CO. 3070 CLAREMONT AVENUE BERKELEY, CA 94705 Attn: HELENE BARKIN

COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>	
General Description: SINGLE FAMILY, STUCCO EXTERIOR, FURNISHED & OCCUPIED	Inspection Tag Posted: SUBAREA
	Other Inspection Tags: NONE RECENT
An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.	
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input type="checkbox"/>	
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.	



RECEIVED AND READ

NUMBER OF PAGES _____

NAME _____ DATE _____

NAME _____ DATE _____

Inspected by OZIEL "UZI" COHEN License No. OPR9077 Signature _____

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Ave., Ste. 18, Sacramento, California 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control board at (916) 561-8708, or (800) 737-8188 or www.pestboard.ca.gov.

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BROOKSIDE DRIVE, BERKELEY CA 94705

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BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.
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A. Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy

vegetation. Areas or timbers around eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

B. Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

C. A re-inspection will be performed, if requested within four (4) months from date of original inspection, on any corrective work that we are regularly in the business of performing. If CERTIFICATION is required, then any work performed by others must be CERTIFIED by them. There is a re-inspection fee.

D. EAST BAY STRUCTURAL & TERMITE CO. will reinspect, BUT NOT APPROVE, work performed by others. Although our company will reinspect work performed by others, we will offer no guarantees as to the quality of workmanship or of material used, even if the work is acceptable. If any guarantees or warranties are required or desired for work performed by others, we advise that you obtain same from the contractor or person that has performed the work, prior to close of escrow.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

G. "NOTICE:... Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company...You...have a right to seek a second opinion...from another company.

H. During the process of treatment or replacement it may be necessary to drill holes through tiles or other floor coverings; These holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report. If Owner of property desires coverage of any new infestation it would be advisable to obtain a Control Service Policy which would cover

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any new infestation for the coming year.

K. I agree to pay reasonable attorney's fees if suit is required by this COMPANY to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgement.

L. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

M. If this report is used for escrow purposes then it is agreed that this inspection report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all of our documents and the most current mailing address you have on file for the property owner.

N. Owner/agent/tenant acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos or lead and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos or lead in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos or lead related work. Further, should we discover the presence of asbestos or lead during our inspection of the premises or should our inspection of the premises cause a release of asbestos or lead dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos or lead and the cost thereof. Owner/agent/tenant hereby agrees to waive any and all claims against this Company which are in any way related to the presence of asbestos or lead on the premises and further agrees to indemnify and hold this company harmless from any and all claims of any nature asserted by any third party, including this Company's employees, which is in any way related to the presence of asbestos or lead on the premises.

O. During the course of repairs, if damage is found to extend further than outlined below, this estimate includes repairs of the area. Should others perform repairs as outlined in this report, they should also assume responsibility for any additional damage that is uncovered during the course of said repairs.

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THIS EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION. THIS IS A WOOD DESTROYING PEST AND ORGANISMS INSPECTION REPORT. THIS INSPECTION IS PERFORMED AND CONTAINS INFORMATION AS GOVERNED BY THE STRUCTURAL PEST CONTROL ACT, ITS RULES AND REGULATIONS. THIS INSPECTION IS OF EVIDENCE OF INFESTATIONS OR INFECTIONS OF THE VISIBLE AND ACCESSIBLE AREAS ON THE DAY OF INSPECTION. STRUCTURES HAVE INACCESSIBLE AREAS. IF PERSONAL BELONGINGS, FURNITURE OR FLOORCOVERING ARE REMOVED, OR EXTERIOR WALL COVERINGS REMOVED AND AN INFESTATION OR INFECTION OR DAMAGED WOOD IS FOUND AT THAT TIME, A SUPPLEMENTAL REPORT WILL BE WRITTEN ON THE FINDINGS AND RECOMMENDATIONS AND COST TO REPAIR THOSE AREAS. THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS AND FUNGI. BY CALIFORNIA LAW, WE ARE NEITHER QUALIFIED, AUTHORIZED, NOR LICENSED TO INSPECT FOR HEALTH RELATED MOLDS OR FUNGI. IF YOU DESIRE INFORMATION ABOUT THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS, YOU SHOULD CONTACT AN INDUSTRIAL HYGIENIST.

THIS IS A SEPARATED REPORT. IT IS DEFINED AS SECTION 1 & SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION 1 CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION 2 ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS

RECOMMENDATIONS TO INSPECT AREAS WHICH DURING THE ORIGINAL INSPECTION, DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION 1 OR SECTION 2.

1. SUBAREA-VENTILATION:

ITEM 1A Fungus and rot decay were noted to the plywood door for the subarea at the area shown.

RECOMMENDATION: Remove door and replace with new. Install a vent at the door.

***** This is a Section 1 Item *****

ITEM 1B Plywood panels for reinforcement were noted at the subarea framing. The plywood panels have no ventilation holes.

RECOMMENDATION: Owner to contact the appropriate professional for installation of ventilation holes to all plywood panels. Plywood panels create framing that cannot be inspected and therefore not represented in this report. INACCESSIBLE AREA ITEM

***** This is a Section 2 Item *****

ITEM 1C Cellulose debris (wood, paper products) was noted in the subarea.

RECOMMENDATION: Remove the cellulose debris of a rakable size from the subarea and dispose of.

***** This is a Section 2 Item *****

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1. SUBAREA-VENTILATION:

ITEM 1D Indication of old and inactive subterranean termite infestation was noted to the concrete foundation and framing approximately underneath the furnace. No active infestation was noted.

RECOMMENDATION: Periodic inspections are recommended.

***** This is a Section 2 Item *****

ITEM 1E Subterranean termite damage was noted to a 4x stud in the subarea at the location shown.

RECOMMENDATION: Remove damaged framing and replace with new.

***** This is a Section 1 Item *****

ITEM 1F Fungus and rot decay was noted to the foundation mudsill at the corner underneath the front porch. There is indication that the front porch bricks are leaking.

RECOMMENDATION: From underneath the structure remove the damaged part of the mudsill and any damaged framing and replace with new pressure treated wood. See item 1G below.

***** This is a Section 1 Item *****

ITEM 1G After our repairs are completed owner is advised to contact the appropriate company to seal the front bricks at the porch and maintain the area well caulked to prevent future damage.

***** This is a Section 2 Item *****

2. FOUNDATION:

ITEM 2A Faulty grade level was noted to the basement at the area shown. However, no adverse conditions were noted.

RECOMMENDATION: Periodic inspections are recommended.

***** This is a Section 2 Item *****

3. PORCHES-STEPS-DECKS-PATIO:

ITEM 3A Fungus and rot decay was noted to the posts, decking, and framing of the side porch as shown on the diagram.

RECOMMENDATION: Remove damaged decking. Remove damaged posts and any damaged framing and replace with new. Install new 2x6 Redwood con.hrt. for decking at the areas disturbed for repairs.

***** This is a Section 1 Item *****

ITEM 3B Earth to wood contact was noted to the sides of the deck. The underside and framing for the deck could not be inspected as there is no clearance to go underneath. The deck appears to be new.

RECOMMENDATION: Owner to grade soil away from the decking on the sides and maintain clearance between wood and dirt.

***** This is a Section 2 Item *****

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5. INTERIOR--STALL SHOWER-ATTIC:

ITEM 5A The stall shower upstairs is built over the finished ceiling of the garage. At this time there were no stains and no indication of damage.

RECOMMENDATION: Owner to maintain the stall shower tiles well grouted and sealed to prevent damage.

***** This is a Section 2 Item *****

ITEM 5B The attic was inspected as much as possible. There was no indication of damage at the visible and accessible areas.

***** Information Item *****

6. EXTERIOR-ABUTMENTS:

ITEM 6A Fungus and rot decay was noted at the bottom of the vent at the area shown.

RECOMMENDATION: Remove damaged wood and replace with new.

***** This is a Section 1 Item *****

ITEM 6B Fungus and dry rot decay was noted to the exterior wood member on the right side of the upper window.

RECOMMENDATION: Break and remove the stucco at the damaged wood member as necessary for proper repairs. Remove damaged wood member and replace with new. Install new moisture barrier and new stucco to match existing texture as closely as possible.

***** This is a Section 1 Item *****

ITEM 6C This house is a Tudor style with wood set into the stucco. At this time no damage was noted at accessible areas except as noted above at item 6B.

RECOMMENDATION: It is important that wood members are kept well sealed and painted to prevent water leakage around the wood members into the stucco which will cause fungus and rot decay.

***** This is a Section 2 Item *****

IT IS OUR OPINION THAT A BUILDING PERMIT IS REQUIRED FOR THE FOLLOWING ITEMS: AS REQUIRED BY THE CITY OF BERKELEY

NOTE: IF THE CITY OF BERKELEY BUILDING DEPT. FOR THE PURPOSE OF ISSUING A BUILDING PERMIT REQUIRES ANY ADDITION TO THE "TERMITE REPORT" SUCH AS PLANS, DRAWINGS, ENGINEERING OR ANY OTHER CITY REQUESTS, THERE WILL BE ADDITIONAL COSTS.

GENERAL NOTES

THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

The owner is advised to keep all tub backs, floor coverings and sink countertops well sealed to preclude the entrance of moisture onto unprotected wood.

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The owner is advised to keep all exterior surfaces well sealed and painted to preclude the entrance of moisture onto unprotected wood.

The attic was not inspected due to the type of construction. Should the owner request and after we have received a written waiver of responsibility for the possibility of damage to finished ceilings during the course of an inspection, we will return to the property, inspect and issue a supplemental report outlining our complete findings.

East Bay Structural & Termite Co. will apply one coat of white primer to all new windows, wood exterior repairs and/or to all new stucco texture after repairs. No finish painting is included in our contract. At owners request, we will provide a bid for finish painting.

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OCCUPANTS CHEMICAL NOTICE

East Bay Structural & Termite Company will use pesticide chemical(s) specified below for the control of wood destroying pests or organisms in locations identified in the Structural Pest Control report as indicated above.

(1) The pest(s) to be controlled:

☐ SUBTERRANEAN TERMITES ☒ FUNGUS or DRY ROT
☐ BEETLES ☐ DRY-WOOD TERMITES ☐ OTHER _____

(2) The pesticide(s) proposed to be used and the active ingredient(s).

- ☐ A. PREMISE FOAM- Active ingredients: imidacloprid - .05%
☒ B. COPPER NAPHTHENATE: Active ingredients: Copper Naphthenate 20%; Inert ingredients 80%.
☒ C. TIM-BOR: Active ingredients: Disodium Octaborate Tetrahydrate; 98%. Inert ingredients 2%.
☐ D. VIKANE: Active ingredients: Sulfuryl Flouride - 99.8%
☐ E. PREMISE 75: Active Ingredient: Imidacloprid, 1-[(6-Chloro-3-pyridinyl) methyl] -N-nitro-2-imidazolidinimine, 75% Inert Ingredients 25%
☐ F. PREMISE GEL: Active ingredients: imidacloprid - 0.5%
☐ G. D.FORCE HPX - Active ingredients: deltamethrin - 0.6%

(3) "State Law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center at (800) 876-4766 and your pest control company immediately.

For further information, contact any of the following:

East Bay Structural & Termite Company (510) 652-4712
 Alameda County Agriculture Commissioner..... (510) 670-5232
 Alameda County Health Department..... (510) 267-8000
 Contra Costa County Health Department (925) 313-6712
 Contra Costa County Agriculture Commissioner (925) 646-5250
 Poison Control Center (800) 222-1222
 Structural Pest Control Board..... (800) 737-8188

Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this NOTICE.

NO CHEMICAL APPLICATION WILL BE PERFORMED UNTIL SUCH TIME THAT THIS NOTICE IS RETURNED. HAVING READ THE INSTRUCTIONS, I, THE UNDERSIGNED, UNDERSTAND THE AFOREMENTIONED.

OWNER/OCCUPANT

DATE

WORK AUTHORIZATION CONTRACT

Address of Property: 181 BROOKSIDE DRIVE, BERKELEY CA 94705

Inspection Date: 2/20/2006

Report #: 60265

Title Co. & Escrow #: Escrow #

SECTION 1

1A \$ 180.00
1E \$ 240.00
1F \$ 1040.00
3A \$ 1680.00
6A \$ 160.00
6B \$ 2220.00

SECTION 2

1B BY OTHERS
1C \$ 150.00
1D BY OWNER
1G BY OTHERS
2A BY OWNER
3B BY OWNER
5A BY OWNER
6C BY OTHERS

FURTHER INSPECTION**RECEIVED AND READ**

NUMBER OF PAGES _____

NAME _____ DATE _____

NAME _____ DATE _____

We Authorized the Following
Section 1 Items to be Performed.1A, 1E, 1F, 3A, 6A, 6BWe Authorized the Following
Section 2 Items to be Performed.1B, 1C, 1D, 1G, 2A, 3B, 5A, 6CWe Authorized the Following
Items for Further Inspection.Proposed Cost Section 1: \$5,520.00Proposed Cost Section 2: \$150.00Proposed Cost Fur.Insp.: \$0.00PERMITS & COSTS \$620.00Total - All Sections: \$6,290.00**MOLD DISCLAIMER**

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

BY EXECUTING THIS WORK AUTHORIZATION CONTRACT, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL.

I have read this work authorization contract and the WDO inspection report it refers to.

SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED.

I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.

APPROVED AND READ BY: _____

DATE _____

ACCEPTED FOR: _____

DATE _____

EAST BAY STRUCTURAL & TERMITE COMPANY

WORK AUTHORIZATION CONTRACT

Address of Property: 181 BROOKSIDE DRIVE, BERKELEY CA 94705

Inspection Date: 2/20/2006

Report #: 60265

Title Co. & Escrow #: Escrow #

CUSTOMER INFORMATION

The total amount of this contract is due and payable upon completion of the work listed above unless otherwise specified. Only the work specified in the contract is being done at this time due to owners wishes. ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE WORK. IN THE EVENT OF A CANCELLED TITLE ESCROW.

Work completed (LABOR) by operator shall be guaranteed for a period of one year from completion. Toilet plumbing(parts supplied by this firm), showers, floors or any measures for the control of moisture are guaranteed for (30) days only. Chemical treats are guaranteed for one year. Only the areas treated are guaranteed.

Customer agrees to hold company harmless for any damage which may occur to plant life, wiring, trees, vines, pets, tile roofs, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit be filled or not. A SERVICE CHARGE OF 1-1/2 PERCENT, PER MONTH WILL BE CHARGED ON ALL BALANCES OVER (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT PER ANNUM ON THE UNPAID BALANCES.

Any additional damage found while work is being performed will be supplemented by a report as to additional findings and costs.

All repairs performed by others must be re-inspected by OUR COMPANY before a CERTIFICATION will be issued. We do not guarantee work completed by others. Any repairs completed by others must be guaranteed in writing and submitted to OUR COMPANY before a CERTIFICATION will be issued. This firm does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

If at the time of repairs to decks, the damage is found to be more extensive, a Supplemental report will be given along with a bid for any other corrections that maybe necessary.

A re-inspection of specific items on the report or of any other conditions pertaining to this structure can be done at an ADDITIONAL COST PER TRIP. The re-inspection must be done within (4) months of the original inspection.

Our inspectors are not equipped with 40 ft. ladders therefore all two story building will not be inspected at the eaves unless requested.

NOTE TO OWNER: Under California Mechanics Lien Law any structural pest company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid. NOTE: Inspection fee is billed separately above any work costs.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Our prices are subject to change after 90 days. Our minimum charge is \$250.00.

METRO INSPECTION SERVICES
1290 WILDWING LANE, VALLEJO, CALIFORNIA - 94591 - 707-642-2556

JOB NUMBER 26121

March 16, 2006

**NONTRANSFERABLE AND CONFIDENTIAL
INSPECTION REPORT**

PROPERTY:

ADDRESS: 181 Brookside Drive
CITY: Berkeley, California

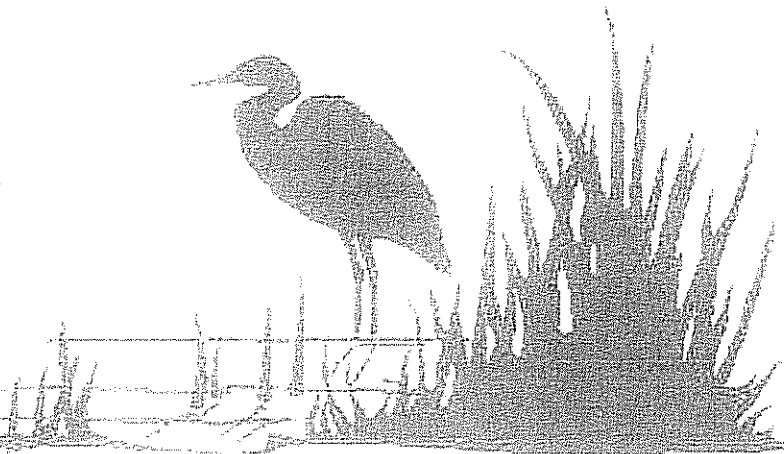
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NUMBER OF PAGES 25

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DATE



PROPERTY DESCRIPTION

BUILDING TYPE: SFD
NUMBER OF STORIES: 2
SITE PROFILE: Flat Lot
EXTERIOR: Stucco Siding
ESTIMATED AGE: 70-80 Years

BUILDING SYSTEM SUMMARY

ELECTRICAL SYSTEM: 220 Volts
- CAPACITY: 150 Amps
PLUMBING SYSTEM: Mixture
HEATING SYSTEM: Forced Air Furnace
SEISMIC: Needs More Shear Panels

IDENTIFICATION OF PARTIES

INSPECTOR: David B. Heilig

INSPECTION DATE: March 13, 2006

INSPECTED FOR: Flavia Nobay and David Adler

REALTOR: Helene Barkin

REALTY: The Grubb Company

OFFICE: Claremont

Note: The property was inspected for the party listed above and this report was prepared for the exclusive use of that party only. The use of this report to make a purchase decision by a third party is not authorized unless Metro Inspection Services is notified. The report is not intended to stand alone, and it is normally accompanied by verbal explanations of conditions found at the site that may not be included in this report. This report is written using the standard practices of the American Society of Home Inspectors (ASHI).

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NOTIFICATION ON ENVIRONMENTAL CONDITIONS

Our **inspection is a general building inspection** and is based on currently active issues in the construction of buildings. There have been news reports and scientific studies on possible environmental hazards found in buildings. These include such things as radon in the soil, lead in water supply lines, asbestos fibers in linoleum glue, concerns about toxic molds, and other hazards caused by the products commonly found in construction. This inspection does not cover possible threats from environmental contaminants and hazards. We may point out the obvious uses of well-known contaminants, but this should not be viewed as a thorough or in-depth review of this type of hazard. The degree of possible danger, in many cases, is still being debated by experts. We would not be in a position to define the hazards connected to these potential environmental contaminants.

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DISCLAIMER

THE INSPECTION OF THIS PROPERTY DOES NOT ALTER OR CHANGE THE RESPONSIBILITY OF THE SELLER. IT IS THE SELLERS RESPONSIBILITY TO PROVIDE FULL DISCLOSURE. OUR EFFORTS ARE LIMITED TO A REASONABLY DILIGENT INSPECTION OF THE PROPERTY, USING THE STANDARD PRACTICE OF HOME INSPECTORS, TO PROVIDE THE CLIENT WITH ADDITIONAL INFORMATION CONCERNING THE PROPERTY BEING PURCHASED.

THIS INSPECTION DOES NOT TAKE THE PLACE OF ANY INSPECTION REQUIRED BY ANOTHER AGENCY OR AUTHORITY SUCH AS A REQUIRED BUILDING INSPECTION. WE ARE NOT SOILS ENGINEERS OR STRUCTURAL ENGINEERS. WE DO NOT COMPLETE A PEST CONTROL INSPECTION, NOR ARE WE INSPECTING FOR ENVIRONMENTAL HAZARDS.

IF INFORMATION IS EITHER MISUNDERSTOOD OR IS MISSING FROM THE REPORT, IT SHOULD NOT BE CONSTRUED THAT WE HAVE COMPROMISED THE ABILITY OF THE BUYER TO GAIN COMPENSATION FROM THE SELLER FOR MATERIAL DEFECTS. OUR OBSERVATIONS ARE BASED ON VISUAL INSPECTION OF EXTERIOR SURFACES. SUBSURFACE CONDITIONS MAY VARY FROM THOSE THAT WERE OBSERVED. THEREFORE, THERE CAN BE NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE CONDITION OR PERFORMANCE OF THE BUILDING OR EQUIPMENT UNDER CONTINUED DAILY USE.

ASSISTANCE IN READING THE REPORT:

Orientation - The right and left side of the building referred to in the report are based on a person standing in the street in front of the building, facing the building.

Numbering - The pages are numbered sequentially, and the page headings are listed in the index. This allows the reader to determine whether they are seeing the entire report.

Need To Know - This report is generated for use by readers with different needs. The first text page gives a general summary and lists the major defects found on the property. The summaries at the start of each section describe the general conditions of the various building systems. The **highlighted** items indicate the basic subject matter in the paragraph or comment. However, the reader is encouraged to read the entire report.

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GENERAL CONDITIONS

GENERAL SUMMARY:

The building being inspected is an **older home in Berkeley**. It is situated on a nearly flat lot and was constructed on a cut section into grade. The slope of the lot is less than five degrees. There are some visible signs of minor differential settlement of the foundations. Normal seismic restraints are evident throughout the visible portions of the building, for the age of the construction, and some significant seismic upgrades have been completed, but some additional seismic upgrades appear to be needed. The home has been moderately well maintained.

IMPORTANT ITEMS:

Although there may be additional items of importance to the buyer, some items noted during the inspection stood out as the more important or **most significant findings**. They are as follows:

- The **exterior siding on this home needs some paint maintenance**. In this area, regular paint maintenance is required. The exterior of this home had siding materials that have been damaged by long term exposure to the elements. This home does not appear to have been painted recently and it appears that some paint maintenance will be required in the near future.
- Some additional **seismic upgrading would be recommended** for this home. Based on the design, height, and weight of this structure, it would be recommended that some improvements be made. Whereas this home came through past earthquakes with an acceptable amount of damage, future earthquakes are predicted on faults closer to this structure, and more damage would be expected. To prepare for the future, some additional upgrades appear to be needed.
- The **kitchen in this home is older** and it appears to have some older appliances, cabinets, and fixtures. It is more normal to find some upgrading of the kitchen environment to meet the needs of the modern family using modern appliances. This kitchen does not provide the services normally expected in a modern home. The most notable example is the limited number of circuits supplying electrical power to the kitchen area and the limited number of outlets for counter spaces and work areas.
- The hot **water heater was an older unit**. In older units it is quite common for rust and other impurities to build up to a point where the heater is no longer efficient and the pressure drop through the water heater causes a drop off in water pressure. The need for near term replacement of this water heater should be expected.

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Information on these items and other items that were found to be of particular interest or are in need of a written record are noted in the enclosed comments and recommendations. This report covers major defects. Although some minor maintenance and aesthetic items are included, no attempt is made to record every minor defect or those items that are readily apparent to casual observation.

GENERAL CONDITIONS - COMMENTS AND RECOMMENDATIONS

This is an **older home**. The condition of older homes is heavily dependent on the care and maintenance provided by previous owners. Normal maintenance of a home includes an upgrading, from time to time, of the utility systems that supply the home with necessary services. These would be designated as utility maintenance items. The paint and decorating of the home would be considered aesthetic maintenance. This home would be considered about average in both the aesthetic and utility maintenance areas. Although some exterior paint maintenance will be needed soon, the home in general appears to have been maintained on a reasonable basis. Some limited utility upgrades have been made, but some of the utility system components are getting older, and some additional upgrading will be needed in the near term.

Metro inspects in excess of three hundred major items during an average inspection. The following report deals primarily with what is wrong, what is too old, or what has been improperly maintained. Many times, previous owners have gone to great expense to upgrade some items that may be overlooked, or not considered, by the buyer. In all fairness, we feel it is also important to point out the **most outstanding strong points** of the home. The more outstanding strong points in this home are as follows:

- A new high capacity electrical system has been installed.
- There is a new deck, patio area, and lawn area in back of the house.
- Significant seismic upgrading has been completed.
- A newer forced air heating system has been installed.
- Storage areas have been added in the attic and crawl space areas.

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ELECTRICAL SYSTEM

ELECTRICAL SYSTEM SUMMARY - 150 Amp Main - Breakers Age: Newer

One Subpanel - Breaker Age: Newer

Grounding: Some Improper Need: Minor Repairs

ELECTRICAL SYSTEM COMMENTS -

This home has a **mixture of older wiring and newer wiring**. There has been a substantial upgrading of the electrical system. A newer 150 amp breaker controlled main panel has been installed and newer wiring now protects a major portion of the home. The main panel was found in an exterior metal cabinet on the back right corner of the home. The supply to the main panel is through copper feed wires running in an overhead service drop from the street. The newer main panel feeds a newer subpanel located in the basement and the wiring in this subfeed is copper. A number of branch circuits have been added to the main panel and the new subpanel to reduce the load carried by the older wiring. A number of older wiring runs still feed some old remaining circuits in the home, but these circuits appeared to be sized properly for the electrical equipment that would normally be used on these circuits. The condition of much of the older wiring, that does remain, is unknown. It was covered by wall material and therefore not available for visual inspection. A further upgrade of the remaining two wire outlets still found in some places would provide better ground protection and enable the use of newer three prong plugs.

This home has some remaining **"knob and tube" wiring**. This refers to the insulator posts and tubes that support the wiring. This is an older style of wiring found in older homes. There would always be some concern for older wiring if the wiring has been frayed or abused to the point where the insulation material is not fully protecting the wire from contact. The most common fault found with older wiring is a build up of corrosion at the terminals and connection points. This problem is prevalent above old light fixtures where the heat from the light may have caused damage to the insulation or a build-up of corrosion where the wire is wrapped around a terminal. If older light fixtures are to be retained the wires and connection terminals should be cleaned. Older wall switches should be replaced if there is any arcing across contact surfaces when the switch is turned on. Older outlets should be replaced if the contact fins do not hold the prongs of the plug solidly or if there is any corrosion present.

During the inspection **some irregularities were found in the electrical system**. During an inspection, a partial check of the electrical system is completed. This partial inspection includes random checks with an electrical tester that indicates whether adequate grounding and proper wiring procedures have been used. The faults noted were as follows:

- The **circuit directory in the main panel is incomplete**. Normally a directory of what areas or equipment the circuits protect is required to be shown in the main panel. This is

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required by code and is normally a requirement that must be met before final approval of the new electrical upgrade is provided by the city inspector.

- There was some **exposed Romex type wire** in the basement steps. Wiring run in accessible areas needs to be run in metal clad cable or be covered by wall coverings such as sheetrock.

- There was **no grounding wire** on top of the hot water heater. A ground wire connection, called a 'bonding jumper wire', is needed between the incoming water supply pipe and the outgoing water discharge pipe, and this ground wire should extend to the gas supply line. This ground wire is needed to maintain the house grounding system for protection against an electrical shock from plumbing that may have come into contact with a hot electrical wire.

- There was a **pull chain light** in the basement area near the hot water heater. These pull chain lights are no longer recommended. The chain or string can become an electrical conductor and contact with the light and any other ground such as soil or plumbing can result in a serious electrical shock.

- The home has a number of **ungrounded electrical outlets**, some of which are near plumbing. This can result in serious injury from electrical shock. It is recommended that, as a minimum, this matter be remedied to improve the safety of the home.

- There were one or more **ungrounded three prong outlets** in the home. The installation of three prong outlets in older ungrounded boxes is not recommended. It gives the user the mistaken impression that the outlet is part of the new upgraded, and properly grounded, electrical system. All three prong outlets need to be checked for proper grounding.

- The home is older with a **limited number of outlets** and some of these are the older two prong outlets. Due to the age of the home, the number of outlets in any given room is less than is found in newer homes. This may require the addition of some new outlets in areas where electrical service is needed or where appliances with three prong plugs will be used.

- The **outlet or outlets in the kitchen** by plumbing would normally have GFCI protection in a newer home or in a home with an upgraded electrical system. These outlets did not all have the normal GFCI protection or they were wired improperly.

In modern homes, **Ground Fault Circuit Interrupt (GFCI) outlets** are required in selected areas to reduce the chances for electrical shocks to inhabitants. This device will trip the

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circuit off if there is a defect in the appliance being plugged into the outlet. Although this age home would not be expected to have these devices, some increase in safety could be obtained by adding them in important areas. GFCI outlets were not found in all of the locations that would normally be expected to be protected by these devices in a newer home, or in a home that has an upgraded electrical system.

Some minor **electrical modifications appear to have been made to this home by non-professionals**. Whereas most of these modifications were made in an attempt to upgrade or improve conditions normally found in older homes, and to add new service, the quality of the work would appear to indicate that a small amount of work was done in a non-professional manner. There is some evidence that some work may have been done without permits. The permit process requires independent inspections that provide subsequent homeowners with some assurance that the work completed was done in a safe and responsible manner. This protection is especially important in areas that are not available for inspection such as behind walls. This inspector can make no presentations concerning conditions that are not accessible for inspection.

Based on the number of irregularities seen in the electrical system, it is **recommended that a professional electrician be brought in** for a complete review of the system for safety of operation and code compliance.

The **electrical system shutoff location for this home**, to be used in an emergency, is located in a metal cabinet at the back right corner of the home. The main panel is a breaker protected panel and the 150 amp breaker designated as the main service disconnect needs to be switched to the off position to disconnect all power to the home.

PLUMBING SYSTEM

PLUMBING SYSTEM SUMMARY - Pipe Type: Mixed **Age:** Older/Newer

Modifications: Some New Pipe **Pressure:** 42 PSI

Pressure Drop: Noticeable **Need:** Water Heater Soon

PLUMBING SYSTEM COMMENTS -

The **plumbing system in this home has been partially upgraded**. The incoming water supply line is a copper line. The water distribution system is a combination of older galvanized steel piping and newer copper piping. Some of the plumbing appears to be the original galvanized plumbing, but newer copper piping has been installed in most places. The extent to which the new copper piping extends into closed walls and floor spaces is unknown. The discharge system is older galvanized steel piping and the vent system is galvanized piping. The main waste drain is cast iron piping. The supply line to the home is a one inch diameter underground pipe entering at the right side of the home by the entry area. The distribution system

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inside the home is mostly hidden from view, but appeared to be 1/2" to 5/8" diameter lines. Water supply pressures were slightly lower than normal.

The **water supply pressure to this home was somewhat low**, at approximately 42 psi. A plumber has installed a pressure reducing valve that could be used to raise the pressure. A water pressure of 40 to 80 psi is normally found, and a pressure of approximately 55 to 65 psi is considered optimum. Higher water pressures (above 65psi) may cause some increased degradation to faucet packings and seals and can burst garden hoses, dishwasher hoses, and laundry washer hoses, that are left pressurized. If water pressures higher than 65psi are to be used, it is recommended, as preventive maintenance, that any rubber water supply hoses be changed every three years, and that high quality hoses be installed.

The **water supply pressure dropped off** significantly in the upper bathroom when both the sink and tub faucets were opened all the way. Static pressures were acceptable and single use pressures were acceptable. This condition usually indicates a build-up of rust on the interior walls of the older galvanized piping which is normally found in a building of this age. Starting at about age forty, older galvanized plumbing begins to show a noticeable increase in pressure loss. At about age sixty, the pressure loss becomes noticeable to the point where repairs are desirable. This home is approximately seventy four years old.

There were some **water pipes on the exterior of the home** that were not protected with insulation. The Bay Area has had several cold spells in the last five years that have caused freeze damage to exterior water pipes.

The **sprinkler system** in the yard is controlled by a time clock and automatically operated valves. This sprinkler system was not inspected or operated, and an evaluation of this system is considered to be outside the scope of a home inspection. Care should be taken to water the lawns or plants regularly but not to the point of over saturation. Generally lawns and plants do best if watered for approximately ten minutes for pop-up sprinklers, twenty-five minutes for micro head sprinklers, and forty five minutes for drip type sprinklers, on only three days in any given week during normal summer Bay Area weather conditions. It should be understood that some sprinkler systems do not reset after a power outage, and some sprinklers reset automatically to ten minutes every day.

The **plumbing system shutoff location for this home**, to be used in an emergency, is located on the front center of the home. The valve is located near the ground. The valve needs to be closed by turning the valve clockwise to shutoff the water supply to the home.

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HOT WATER HEATING SYSTEM -

The **water heater** in this home was a gas fired unit. It was an **older model** and had a storage capacity of **40 gallons**. It was attached to copper incoming and outgoing water lines. It had a safety valve for over pressure protection. It had the required safety valve discharge pipe to the exterior of the home. It did not have the recommended flexible gas line connection for earthquake protection. It had two earthquake straps for protection against over turning during an earthquake. The water heater was properly vented. It was glass lined for energy conservation.

One of the inspection techniques used on a water heater during our inspection is to turn the thermostat on the front of the heater up to check for proper gas venting. The thermostat on this older heater did not respond to the thermostat dial changes. The **thermostat appears to be defective**.

The **gas line to the water heater** is a fixed metal gas line. These sections of fixed metal tubing can be damaged by impact or earthquake and it is becoming quite common to have gas leaks in this type of fixed tubing. It is recommended that the fixed metal tubing be replaced with flexible metal tubing coated with plastic.

The **hot water heater was an older unit**. In older units it is quite common for rust to build up to a point where the heater is no longer efficient and the pressure drop through the water heater causes a drop off in water pressure. The need for near term replacement of this heater should be expected and repairs are needed to the heater at this time. It would appear to be prudent to replace this older heater with a new water heater rather than make extensive repairs to an older heater.

A number of **rodent droppings were found around the base of the water heater**. There appears to have been some rodent activity in this area in the past. If these conditions are a concern to the buyer, precautions should be taken, or this matter could be reviewed by an appropriate expert.

HEATING AND VENTILATING SYSTEM

HEATING SYSTEM SUMMARY - Forced Air - 80,000 BTU Age: Newer

Space Heaters: None Age: -

Insulation: Asbestos and Fiberglass Need: Service

HEATING SYSTEM COMMENTS -

The heating system in this home is a **newer forced air system** supplying heated air to some of the important areas in the home. The distribution system was normal for a newer heating