



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)
For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 11/07)

This inspection disclosure concerns the residential property situated in the City of Sylmar, County of Los Angeles, State of California, described as 13214 Azores Ave ("Property").

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

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

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

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

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

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

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

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

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

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

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

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

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

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Buyer's Initials (AD) (DK)
Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



AVID REVISED 11/07 (PAGE 1 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Agent: Stephanie Vitacco Phone: (818) 576-1685 Fax: (818) 775-1809 Prepared using WINForms® software
Broker: Coldwell Banker Residential Br 20750 Ventura Blvd #150, Woodland Hills CA 91364

Property Address: 13214 Azores Ave Date: _____

Inspection Date/Time: _____ Weather conditions: _____

Other persons present: _____

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

Entry (excluding common areas): Marks on carpet and walls.

Living Room: Marks on carpet and walls.

Dining Room: Marks on carpet and walls.

Kitchen: Marks on floor and walls.

Other Room: _____

Hall/Stairs (excluding common areas): Marks on carpet and walls.

Bedroom # 1 : Marks on carpet and walls.

Bedroom # 2 : Marks on carpet and walls.

Bedroom # 3 : Marks on carpet and walls.

Bath # 1 : Marks on floor and walls.

Bath # 2 : Marks on floor and walls.

Bath # _____ : _____

Other Room: Patio: Marks on floor.

Buyer's Initials (AD)(DK)

Seller's Initials (_____)(_____)

Reviewed by _____ Date _____



Property Address: 13214 Azores Ave Date: _____

Other Room: _____

Other: _____

Other: _____

Other: _____

Garage/Parking (excluding common areas): Cracks in pavement throughout

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

Other Observed or Known Conditions Not Specified Above: _____

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the inspection) _____

By [Signature] Date _____
(Signature of Associate Licensee or Broker)

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

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

Date _____

Date _____

SELLER _____

SELLER _____

Seller Exempt

Date 1-13-2011

Date 1-18-11

BUYER [Signature]

BUYER [Signature]

Real Estate Broker (Firm Representing Seller) _____ Date _____

By [Signature] (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) CENTURY 21 CREST Date 1-13-11

By [Signature] (Associate Licensee or Broker Signature)

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Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 11/09)

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.

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.

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.

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.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. 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).

Signature lines for Buyer, Seller, Landlord, Tenant, Agent, and Salesperson/ Broker-Associate with dates and license numbers.

AGENCY DISCLOSURE COMPLIANCE (CML Code §2079.14) section with bullet points and signature lines for Seller/Landlord and Buyer/Tenant.

Legal disclaimer text regarding copyright laws and the use of the form by the real estate industry.

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CIVIL CODE SECTIONS 79.13 THROUGH 2079.24 (2079.16 APPENDICES ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): [] the seller exclusively; or [] both the buyer and seller. (Name of Listing Agent) (DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): [] the buyer exclusively; or [] the seller exclusively; or [] both the buyer and seller. (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's/Tenant's Initials (X) (DK) Seller's/Landlord Initials () ()

Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM (C.A.R. Form WPA, Revised 4/10)

This is an addendum to the [X] California Residential Purchase Agreement or [] Other ("Agreement"), dated December 15, 2010, on property known as 13214 Azores Avenue, Sylmar Ca 91342

between Andrew Davis ("Buyer") and ("Seller").

- 1. Unless otherwise specified, the Agreement permits the Buyer to inspect the property and investigate its condition. One of the inspections the Buyer may obtain is for wood destroying pests and organisms "Wood Pest Report".
2. A. The Wood Pest Report shall be paid for and prepared as specified in the Agreement, or if checked [] Buyer [X] Seller shall pay for a Wood Pest Report prepared by Sellers Choice, a registered Structural Pest Control company.
B. The Wood Pest Report shall cover the main building and attached structures and, if checked: [] detached garages and carports, [] detached decks [] the following other structures on the Property:
C. The Wood Pest Report shall be separated into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
(1) (Section 1) [] Buyer [X] Seller shall pay for work recommended to correct "Section 1" conditions described in the Wood Pest Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.
(2) (Section 2) [X] Buyer [] Seller shall pay for work recommended to correct "Section 2" conditions described in the Wood Pest Report if requested by Buyer.
D. If the Wood Pest Report identifies inaccessible areas, and Buyer requests inspection of those inaccessible areas, the person identified in C1 shall pay for the cost of entry, inspection and closing of only those inaccessible areas where Section 1 conditions are discovered and Buyer shall pay for the cost of entry, inspection and closing of all other inaccessible areas.
E. Seller shall Deliver to Buyer, prior to Close Of Escrow, with a written Pest Control Certification of Completion showing that no infestation or infection is found or that required corrective work is completed.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Addendum.

Date December 15, 2010 Date

Buyer X Andrew Davis Seller

Buyer Deborah Kubly Seller

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Reviewed by Date



WPA REVISED 4/10 (PAGE 1 OF 1) WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM (WPA PAGE 1 OF 1)

Agent: Linda Knutson Phone: 818 795-6783 Fax: 818 248-9295 Prepared using zipForm® software
Broker: Century 21 Crest 4005 Foothill Blvd La Crescenta, CA 91214

CENTURY 21SM BUYER SERVICE PLEDGE[®]



Real Estate for Your WorldSM

As an independently owned and operated CENTURY 21 office, we are dedicated to providing you with service that is professional, courteous and responsive in helping you find a property. To fulfill this commitment, we agree to provide you with the following services:

1. Dedicate myself to making the process of buying your next home as easy and as successful as possible.
2. Respect you, your needs and be honest and forthright.
3. Hold your best interests in the highest regard throughout the process.
4. Value and respect your time, being as efficient and effective as possible.
5. Understand your needs and respond quickly.
6. Consult with you to determine your particular real estate wants and needs.
7. Use my base of experience, knowledge, tools and the most up-to-date training to best serve you.
8. Explain each step of the process and act as a guide to help you make most informed decisions.
9. Disclose material facts known about the property and respond to questions concerning the property.
10. Help determine your purchasing power, while explaining alternative methods of purchasing and/or financing.
11. Provide an action plan for locating the right property, at the right price and terms, in an acceptable time frame.
12. To the best of my ability, continuously show you new properties that fit your needs.
13. Provide a Customized Home Search Plan for locating the right property for you, only showing you properties that will best meet your needs and in accordance with Fair Housing regulations and ethical real estate practices.
14. Use the most comprehensive database of listings in the area, to help you find the home that best meets your needs, whether that be the Multiple Listing Service and/or other methods.
15. Provide the resources of Century21.com that offers thousands of listings, allowing you to easily review homes that are right for you, access in-depth information on neighborhoods, and additional information.*
16. Use my knowledge and expertise to promote the most valuable purchase on your behalf. I will assist you in evaluating the market value of properties that are of interest to you and help you obtain the most advantageous price and terms.
17. Provide access to financing that meets your needs, at the lowest possible rates available to you.
18. Advise and assist you in completing your purchase agreement, and present your offer with integrity in a light most favorable to your needs.
19. Upon acceptance of an offer by you, pre-settlement (escrow) activities throughout the closing process will be monitored as permitted by law or local practice.
20. Offer to provide you with information regarding other professionals (e.g. attorneys, accountants, inspectors, contractors) that may assist you during and after your move.
21. Utilize the CENTURY 21 System of thousands of offices to provide you with the name of an office in the area of your new home, to assist you further.
22. _____

We appreciate your allowing us to help you with your property purchase. If at any time you have a question, concern, comment or suggestion, please contact:

Phone (818) 795-6783

NOTICE: As a prospective purchaser of real estate, you should be aware that cooperating ("selling") brokers and sales associates can work for you as your agent, in which case they represent you and owe you the fiduciary duties of loyalty, confidentiality, disclosure, diligence and care; or with you as a subagent (unless prohibited by law) of the listing broker, in which case they represent the seller, and the fiduciary duties are owed to the seller; or with you as facilitators (as permitted by law) representing neither party to the transaction; or in such other brokerage relationship as may be permitted by law. In any case, as real estate licensees, we are at all times obligated to treat you honestly and fairly, and in most states (and provinces), inform you of our particular representation status. In the event we do not represent work for you in the transaction, should you feel it necessary or desirable, you can obtain representation from a lawyer or another real estate broker or both.

CAVEAT: DO NOT RELY ON THIS NOTICE AS DESCRIBING THE ACTUAL REPRESENTATION STATUS OF OUR OFFICE CONCERNING THE SERVICES TO BE PROVIDED TO YOU AS REFLECTED IN THIS PLEDGE CERTIFICATE. SPECIFICS OF OUR ACTUAL REPRESENTATION STATUS ARE SET FORTH IN A SEPARATE WRITTEN AGENCY DISCLOSURE.

CENTURY 21 CREST
 By LINDA KNUITSON
 By [Signature]
 Date 1-15-10

A Copy of this BUYER SERVICE PLEDGE[®] Certificate has been received.
 By Andrew Davy Deborah Kubly
 Name X Andrew Davy Deborah Kubly
 Address _____
 Email _____



DISPOSITION OF DEPOSIT CHECK

PROPERTY ADDRESS: 13214 Azules Ave. Sylmar 91342

[Handwritten initials]

Hold my deposit check until escrow is opened or my offer on the above-mentioned property is rejected. Then give my check to escrow, as agreed, or return it to me.

Deposit my deposit check into the Broker's Trust Account until escrow is opened or my offer is rejected. The Broker will then issue a Trust Account check to escrow or to me depending on the outcome of my Offer.

BUYER: *[Handwritten Signature]* **DATE:** 12-15-2010

BUYER: Deborah Kubly **DATE:** 1-18-11

AGENT for BROKER: LINDA KNUXTSON *[Handwritten Signature]* **DATE:** 12-15-10

CENTURY 21 Crest

4005 Foothill Blvd. La Crescenta, CA 91214
8307 Foothill Blvd. Sunland, CA 91040
2300 W. Magnolia Blvd. Burbank, CA 91506

Business: 818-248-9100 / Fax: 818-248-9295
Business: 818-951-1851 / Fax: 818-951-1859
Business: 818-841-0330 / Fax: 818-843-7049

Each Office Is Independently Owned And Operated



CALIFORNIA ASSOCIATION OF REALTORS®

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 11/09)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 13214 Azores Avenue, Assessor's Parcel No. 2512012042 situated in Sylmar, County of Los Angeles, 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.
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine.
C. The release of an illegal controlled substance on or beneath the Property.
D. Whether the Property is located in or adjacent to an "industrial use" zone.
E. Whether the Property is affected by a nuisance created by an "industrial use" zone.
F. Whether the Property is located within 1 mile of a former federal or state ordnance location.
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision.
H. Insurance claims affecting the Property within the past 3 years.
I. Matters affecting title of the Property.
J. Material facts or defects affecting the Property not otherwise disclosed to Buyer.

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 SELLER EXEMPT Date

Seller Date

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

Buyer Andrew Davis Andrew Davis Date 01-09-2011

Buyer Deborah Kubly Deborah Kubly Date 1-18-11

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Reviewed by Date



SSD REVISED 11/09 (PAGE 1 OF 7)

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES (SSD PAGE 1 OF 7)

Agent: Linda Knulson Phone: 916 795-6763 Fax: 916 248-9295 Prepared using zipForm® software
Broker: Century 21 Crest 4086 Football Blvd La Graceland, CA 91214

Request for a Waiver of Certificate of Compliance

Attn: Ameerah Alexander
w 213 367 0922
Ameerah.alexander@ladwp.com
Fx 213 367 1055

We need to request a Waiver from your office on the Certificate of Compliance.

The property is located at 13214 Azores Ave, Sylmar CA 91342 and will be renovated or demolished or otherwise unacceptable due to _____.

Please return the waiver to escrow/buyer/real estate agent at the following address:

Stephanie Vitacco
c/o Coldwell Banker
21333 Oxnard Street #201
Woodland Hills, Ca 91367

I am aware it will be my responsibility to file the certificate of compliance after the renovation and/or remodel is complete.

Thank you,

<u>ANDREW DAVIS</u>	<u>Deborah Kubly</u>
Buyer PRINT NAME	
<u><i>Andrew Davis</i></u>	<u>Deborah Kubly</u>
Buyer SIGNATURE	
<u>12-31-2010</u>	<u>1-18-11</u>
Date	



CALIFORNIA ASSOCIATION OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 11/10)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Sylmar, COUNTY OF Los Angeles, STATE OF CALIFORNIA, DESCRIBED AS 13214 Arcades Avenue, Sylmar, Ca 91342

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) . 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 zones 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.

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 or is not occupying the property.

A. The subject property has the items checked below:

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Wash/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Detached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Smart, Hot Tub Spa, Locking Safety Cover, Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows

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)

Buyer's Initials (X) (DK)

Seller's Initials

SELLER EXEMPT

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TDS REVISED 11/10 (PAGE 1 OF 3)

Reviewed by Date

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

13214 Azores Avenue

Property Address: Sylmar, Ca 91342

Date:

B. Are you (Seller) aware of any significant defects/ malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

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

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13280) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property. Yes No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property. Yes No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property. Yes No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. Yes No
6. Fill (compacted or otherwise) on the property or any portion thereof. Yes No
7. Any settling from any cause, or slippage, siding, 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.): _____

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 18217 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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

Seller _____ Date _____

SELLER EXEMPT

Seller _____ Date _____

Buyer's initials (X) (DK)

Received by _____ Date _____



13214 Azores Avenue

Property Address: Sylmar, CA 91342

Date:

III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller)

Coldwell Banker (Please Print)

By

Stephanie Vitacco

(Associate Licensee or Broker Signature) Stephanie Vitacco

Date

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Obtaining the Offer)

Century 21 Crest (Please Print)

By

(Associate Licensee or Broker Signature) Linda Kuzman

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.

VI. WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller

Date

Buyer

Andrew Davis

Date

01-07-2011

SELLER EXEMPT

Seller

Date

Buyer

Deborah Kubly

Date

1-18-11

Agent (Broker Representing Seller)

Coldwell Banker (Please Print)

By

Stephanie Vitacco

(Associate Licensee or Broker Signature) Stephanie Vitacco

Date

Agent (Broker Obtaining the Offer)

Century 21 Crest (Please Print)

By

Linda Kuzman

(Associate Licensee or Broker Signature) Linda Kuzman

Date

1-13-11

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

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

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TDS REVISED 11/10 (PAGE 3 OF 3)

Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

MEGAN'S LAW DATA BASE DISCLOSURE

Regarding Registered Sex Offenders (C.A.R. Form DBD, Revised 11/08)

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

dated _____, on property property known as: 13214 Anacapa Avenue, Sylmar, Ca 91342

in which Andrew Davis is referred to as Buyer/Tenant and _____ is referred to as Seller/Landlord.

Notice Pursuant to Section 290.45 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant Andrew Davis Date 01-07-2011

Buyer/Tenant Deborah Kubly Date 1-18-11

Seller/Landlord SELLER EXEMPT Date _____

Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____



DBD REVISED 11/08 (PAGE 1 OF 1)

MEGAN'S LAW DATA BASE DISCLOSURE (DBD PAGE 1 OF 1)

Agent: Linda Kittelson Phone: 818 785-6783 Fax: 818 248-9285 Prepared using zipForm® software
Broker: Century 21 Crest 4005 Foothill Blvd La Crescenta, CA 91214



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 11/10)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed or when no TDS is required.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 15214 Azores Avenue, Assessor's Parcel No. 2522012042 situated in Sylmar, County of Los Angeles, California, ("Property").

II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you, may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

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

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...

- 1. Within the last 3 years, the death of an occupant of the Property upon the Property...
2. An Order from a government health official identifying the Property as being contaminated by methamphetamine...
3. The release of an illegal controlled substance on or beneath the Property...
4. Whether the Property is located in or adjacent to an "industrial use" zone...
5. Whether the Property is affected by a nuisance created by an "industrial use" zone...
6. Whether the Property is located within 1 mile of a former federal or state ordnance location...
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision...
8. Insurance claims affecting the Property within the past 5 years...
9. Matters affecting title of the Property...
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer...

B. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

- 1. Any alterations, modifications, remodeling, replacements or material repairs on the Property (including those resulting from Home Warranty claims)...
2. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)...
3. Any part of the Property being painted within the past 12 months...

Buyer's Initials (X) (DK)

Seller's Initials (SELLER EXEMPT)

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SPQ REVISED 11/10 (PAGE 1 OF 4)

Retained by Date



SELLER PROPERTY QUESTIONNAIRE (SPQ) PAGE 1 OF 4

Agent: Linda Knutson Phone: 818 795-8733 Fax: 818 243-5236 Prepared using zipForm® software
Broker: Century 21 Crest 4005 Foothill Blvd La Crescenta, CA 91214

13214 Azores Avenue

Property Address: Sylmar, Ca 91342

Date:

4. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule.

Yes No

Explanation:

C. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

1. Defects in any of the following, (including past defects that have been repaired) heating, air conditioning, electrical, plumbing (including the presence of polybutstene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances.

Yes No

Explanation:

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

Yes No

Explanation:

E. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

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

Yes No

Yes No

Yes No

Explanation:

F. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- 1. Pets on or in the Property
2. Problems with livestock, wildlife, insects or pests on or in the Property
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above, if so, when and by whom

Yes No

Yes No

Yes No

Yes No

Explanation:

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

Yes No

Yes No

Yes No

Buyer's initials (XAS) (DK)

Seller's initials

SELLER EXEMPT



13214 Azores Avenue

Property Address: Sylmar, Ca 91342

Date:

Explanation:

H. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- 1. Diseases or infestations affecting trees, plants or vegetation on or near the Property
2. Operational sprinklers on the Property
(a) If yes, are they automatic or manually operated.
(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system
3. An operational pool heater on the Property
4. An operational spa heater on the Property
5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired.

Explanation:

I. CONDOMINIUMS, COMMON INTEREST AND DEVELOPMENTS AND OTHER SUBDIVISIONS:

ARE YOU (SELLER) AWARE OF...

- 1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property.
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the property
3. Any improvements made on or to the property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement.

Explanation:

J. TITLE, OWNERSHIP AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- 1. Any other person or entity on title other than Seller(s) signing this form
2. Leases, options or claims affecting or relating to title or use of the Property.
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood.
4. Any private transfer fees, triggered by a sale of the Property. In favor of private parties, charitable organizations, interest based groups or any other person or entity.

Explanation:

K. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- 1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, or wildlife.

Explanation:

Buyer's Initials (X JLD) (DK)

Seller's Initials (SELLER EXEMPT)



13214 AZORES AVENUE

Property Address: Sylmar, Ca. 91342

Date:

L. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- 1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property. Yes No
- 2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. Yes No
- 3. Existing or contemplated building or use moratoria that apply to or could affect the Property. Yes No
- 4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that applies to or could affect the Property. Yes No
- 5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals. Yes No
- 6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed. Yes No
- 7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. Yes No
- 8. Whether the Property is historically designated or falls within an existing or proposed Historic District. Yes No

Explanation:

M. OTHER:

ARE YOU (SELLER) AWARE OF...

- 1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed, or (ii) easements, encroachments or boundary disputes affecting the Property. Yes No
(If yes, provide any such documents in your possession to Buyer.)
- 2. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer. Yes No

Explanation:

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

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

Seller _____ SELLER EXEMPT _____ Date _____
Seller _____ Date _____

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

Buyer X John Davis _____ Andrew Davis Date 01-07-2011
Buyer Deborah Kubly _____ Deborah Kubly Date 1-18-11

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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325 South Vigil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



Residential Earthquake Hazards Report (2005 Edition)

NAME	ASSESSOR'S PARCEL NO. 2512812042
STREET ADDRESS 13214 Azores Avenue	YEAR BUILT
CITY AND COUNTY Sylmar Los Angeles	ZIP CODE 91342

Answer these questions 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 house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	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 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 type="checkbox"/>	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 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 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 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 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 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 type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					36

To be reported on the Natural Hazards Disclosure Report

Keep your copy of this for future reference

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 corrected one or more of these weaknesses, describe the work on a separate page.

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.

EXECUTED BY

SELLER EXEMPT

(Seller) _____ (Seller) _____ Date _____

I acknowledge receipt of this form, completed and signed by the 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.

Andrew Davis (Buyer) Deborah Kubly (Buyer) Date 01-09-2011
Andrew Davis Deborah Kubly

This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.

The Homeowner's Guide to Earthquake Safety

47

Keep your copy of this form for future reference

CENTURY 21 Crest

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT (A.B.A.)

To: Andrew Davis Date: 12-15-10
 [Buyer(s) and/or Seller(s)]

To: Deborah Kubly Date: 1-18-11
 [Buyer(s) and/or Seller(s)]

From: E.A.M. Enterprises, Inc., d.b.a. Century 21 Crest and Capital Lending Corp.
Property Address: 13214 Azoles Ave. Sylmar CA 91342

This is to give you notice that E.A.M. Enterprises, Inc.; d.b.a. Century 21 Crest (a Century 21 Crest®) has a business relationship with Capital Lending Corp. and Escrow Time, Inc. The owner/shareholder of E.A.M. Enterprises, Inc. owns 100% of the stock in Capital Lending Corp., which is also licensed by the Department of Real Estate however with a different Corporate Broker. Capital Lending Corp. is also licensed by the California Department of Corporations. The owner/shareholder of E.A.M. Enterprises, Inc. owns 100% of the stock in Escrow Time, Inc., which is licensed by the Department of Corporations. Finally, Jane Fanganielo, a broker associate with Century 21 Crest is the sole shareholder of Southwest Termite Control, Inc.

Because of these relationships, this referral from Century 21 Crest to Capital Lending Corp., Escrow Time, Inc., or Southwest Termite Control, Inc., and the use of Capital Lending Corp., Escrow Time, Inc., or Southwest Termite Control, Inc., will provide a financial and/or other benefit to E.A.M. Enterprises, Inc., Century 21 Crest, its owners, broker and agents.

Set forth below is the estimated charge or range of charges by Capital Lending Corp., Escrow Time, Inc., and Southwest Termite Control, Inc., for the settlement services listed. You are NOT required to use the listed providers as a condition for obtaining escrow services, loan services, or as a condition to purchase or sell subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Escrow Time, Inc.:

	Charges range from:
Basic Escrow Fee:	\$1.50 per Thousand Dollars of Purchase Price + plus \$250.00 Base Fee
Seller Processing Fee:	\$150.00 to \$425.00
Buyer Loan Tie-In Fee:	\$175.00 to \$375.00
Miscellaneous Fee:	\$ 0 to \$500.00

CENTURY 21 Crest
A.B.A. Disclosure Statement - Page 2

Capital Lending Corp.:

Loan Origination:	Charges range from 0 to 2.5 Points
Processing 1 st Trust Deed:	Charges range from \$0 to \$695.00
Processing 2 nd Trust Deed:	Charges range from \$0 to \$195.00
Administration Fee:	Charges range from \$0 to \$ 95.00

Set forth below is the estimated charge or range of charges for the settlement services of a credit reporting agency or real estate appraiser that we, as your lender, will require you to use, as a condition of your loan on this property to represent our interest in the transaction.

Appraisal Fee:	Charges range from \$300.00 to \$500.00
Credit Reporting Agency:	Charges range from \$ 10.00 to \$ 25.00

Southwest Termite Control, Inc.:

Basic Report	Charges range from \$80.00 to \$120.00
Local Pest Remediation	Charges range from \$295.00 to \$3,000.00
Fumigation	Charges range from \$1,000.00 to \$4,000.00 (Actual prices may vary based upon square footage of structure)

ACKNOWLEDGMENT:

I/we have read this disclosure form and understand that E.A.M. Enterprises, Inc., dba Century 21 Crest is referring me/us to purchase the above described settlement services, and may receive a financial or other benefit as a result of this/these referral(s).

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer: Andrew Dain Date: 12-15-2010

Buyer: Deborah Kubby Date: 1-18-11

EACH OFFICE IS INDEPENDENTLY OWNED AND OPERATED

Property Address:

13214 Azoles Ave. Sylmar CA 91342

I/we understand that each office is independently owned and operated.

Buyer:

Joseph Davis

Buyer:

Deborah Kuby

Seller:

Seller:

CENTURY 21 Crest

4005 Foothill Blvd. La Crescenta, CA 91214
8307 Foothill Blvd. Sunland, CA 91040
2300 W. Magnolia Blvd. Burbank, CA 91506

Business: 818-248-9100 / Fax: 818-248-9295
Business: 818-951-1851 / Fax: 818-951-1859
Business: 818-841-0330 / Fax: 818-843-7049

ADDENDUM TO DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Seller's/Buyer's Associate Licensee and Broker agree to exercise due diligence and reasonable efforts to achieve the purpose of the agency relationship. **By the signing of this Addendum to the Disclosure Regarding Real Estate Agency Relationships, Buyer/Seller and Associate Licensee and Broker agree that the scope of the Associate Licensee and Broker's representation of the Buyer/Seller is limited by the terms of this Addendum.**

Associate Licensee and Broker shall not have the duty or responsibility to perform the following: (1) decide the purchase price of the subject property; (2) guarantee the condition of the subject property; (3) have the responsibility or liability for defects that are not known to Associate Licensee or Broker and are not observable by a reasonably diligent visual inspection of accessible areas of the subject property; (4) verify, inspect, guarantee or warrant the repairs performed by or at the instruction of the Seller; (5) identify property boundary lines or verify lot size or square footage; (6) verify inspection reports and representations of others, including, but not limited to termites or pest control inspectors or their clearance, contractors, home inspectors, soils or other engineers, and any other inspections or representations made by others concerning the condition of the subject property; (7) provide legal or tax advise; (8) inspection of areas off the site of the subject property; (9) obtain, review, or verify permits; (10) inspect public records concerning title or use of the subject property; (11) investigate or advise on soil stability, geologic conditions, drainage, hazardous substances, structural conditions of improvements, or the condition of the roof, heating, air conditioning, plumbing, electrical, well, sewer, septic, waste disposal, or other systems; and (12) provide any advise or information that exceeds the knowledge, education and experience required to obtain a real estate license.

I/WE HAVE READ AND UNDERSTAND THIS ADDENDUM AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADDENDUM TO THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS.

Buyer/Seller [Signature] Date 12-15-2010 Time 1:00PM

Buyer/Seller Deborah Kubly Date 1-18-11 Time 5:30 pm

Agent LINDA KNUTSON By [Signature] Date 12-15-10
(Print Name) (Associate Licensee or Broker)

Agent _____ By _____ Date _____
(Print Name) (Associate Licensee or Broker)

CENTURY 21 Crest

4005 Foothill Blvd. La Crescenta, CA 91214 Business: 818-248-9100 / Fax: 818-248-9295
8307 Foothill Blvd. Sunland, CA 91040 Business: 818-951-1851 / Fax: 818-951-1859
2300 W. Magnolia Blvd. Burbank, CA 91506 Business: 818-841-0330 / Fax: 818-843-7049

Each Office Is Independently Owned And Operated

BUYER ADVISORY REGARDING CONTINGENCY REMOVAL

1. BUYER has reviewed, with the below-named AGENT, the C.A.R. Residential Purchase Agreement, form RPA-CA. AGENT has drawn BUYER'S attention to, among other issues, paragraph 14, "TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS".

2. BUYER understands that BUYER'S contingencies are not removed until and unless BUYER removes them in writing and that writing is received by the SELLER or SELLER'S AGENT. Therefore, various provisions in the Purchase Agreement, including paragraph 14B, establishes timeframes for the BUYER to remove a contingency or cancel the Agreement, however, BUYER is not legally required to remove any contingency. The removal of a contingency by BUYER is a choice, not a duty. Until and unless the BUYER removes a contingency in writing, that contingency continues in effect, indefinitely, pursuant to paragraph 14C(2).

3. However, you, as BUYER, must understand that the SELLER may cancel this transaction, if pursuant to paragraph 14C(1) and (4), the SELLER delivers, to you or AGENT, a signed NOTICE TO BUYER TO PERFORM (such as C.A.R. form NBP) requiring that BUYER remove one or more contingencies as early as two (2) days prior to the expiration of the contingency time frame. If BUYER does not then comply within the time specified in paragraph 14C(4) to deliver a written removal of the contingency(ies), then the SELLER has the right to demand cancellation, but the SELLER must also return the BUYER'S deposit.

THEREFORE, BUYER UNDERSTANDS THE IMPORTANCE OF THE FOLLOWING POINTS:

- BUYER is risking a claim for damages from SELLER, such as the loss of the deposit, etc., once BUYER removes all contingencies in writing, but fails to close escrow.
- To avoid a loss of the right to purchase the property, BUYER must keep in constant contact with AGENT, especially near the end of contingency timeframes when AGENT might receive a NOTICE TO BUYER TO PERFORM from SELLER.
- There are a number of contractual obligations owed by BUYER and SELLER that also give the SELLER the right to cancel, if BUYER fails to perform after receiving a NOTICE TO BUYER TO PERFORM, such as the obligations of BUYER to deposit good funds with escrow; provide a pre-qualification letter to SELLER; provide verification of down payment and closing costs; return statutory disclosures.

BUYER: Andrew Davis

DATE: 12-15-2010 SIGNATURE: [Signature]

BUYER: Deborah Kubly

DATE: 1-18-11 SIGNATURE: [Signature]

AGENT: LINDA KNUXTON

DATE: 12/15/10 CENTURY 21 CREST BY: [Signature]

CENTURY 21 Crest

4005 Foothill Blvd. La Crescenta, CA 91214
8307 Foothill Blvd. Sunland, CA 91040
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E.A.M. Enterprises Inc.
DBA-Century 21 Crest
4005 Foothill Blvd., La Crescenta CA 91214

818-248-9100

SEWER/SEPTIC INFORMATION

PROPERTY ADDRESS: 13214 Azules Ave CITY Sylmar ZIP: 91342

The following information is a representation by the Sellers only. Real Estate companies, their Brokers and Agents have not and will not verify this information. Real Estate Brokers and Agents do not possess the requisite expertise to inspect and advise Buyer or Seller with respect to this information. Therefore, Brokers and Agents strongly encourage Buyer to investigate these representations made by the Seller with Buyer's own experts including plumbing contractors, etc. As part of Buyer's investigation of the physical condition of the Subject Property. Buyer should require that his expert, such as a contractor, investigate the information available by the city/county records regarding sewer and septic information on the Subject Property, the costs to correct defects, hookup sewers, etc. In addition, Buyer's expert should evaluate the Integrity of the system and to evaluate if it was built with permit, to code and an analysis of it's defects, if any.

SEWER INFORMATION

Buyer's Initials Seller's Initials

City Records indicated that a permit to connect to the Public sewer system was Issued on _____
But a completion report may not be available. Buyer is Aware that a dye test is available to ensure sewer hook-up or to verify private septic system in use. Buyer is advised to have this test performed.

SEPTIC INFORMATION

Buyer's Initials Seller's Initials

Buyer is aware that the property is serviced by a private septic system and that sewers are not in the street. In the event sewers are installed in the future, a lien may be placed against the property, and connection thereto may be a requirement at the Buyer's expense.

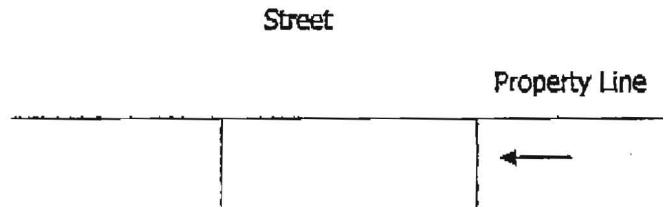
Buyer's Initials Seller's Initials

Buyer is aware that sewers are in the street but not connected to the property at the present time. Future connection may be required by the city of Los Angeles at Buyer's expense.

Buyer's Initials Seller's Initials

The septic system consists of the following components:
Cesspool _____ Septic Tank _____ Leach Line _____
Unknown _____

If possible, seller to locate the septic system on the Sketch below:



Receipt of copy is hereby acknowledged.

Date: 12-15-10

Date: 1-18-11

Buyer: [Signature]
Buyer: DK

Seller
Buyer:
Seller
Buyer: