



MOLD DISCLOSURE

There has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals, but not everyone.

Not all molds are detectable as part of a visual inspection by a Realtor or even a professional whole house inspector. It is also possible that the property could have a hidden mold problem that the seller is not aware of.

The only way to provide any reasonable assurance that the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores and a carpet test but other procedures may be necessary. Any visible mold should be professionally evaluated.

Broker advises that every buyer should consider having a specific mold test performed by an environmental professional as either a separate investigation or an add-on to their whole house inspection. This is especially necessary if the buyer has a known problem with mold and/or if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the property since most mold thrives on moisture.

All inspections, including those to detect mold, should be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of a buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of Broker.


Some insurance companies have stopped writing homeowner's insurance policies in California as well as in other states as a result of the increase in mold claims. Many insurance companies will not write a homeowner's policy on a home that has had any mold or water intrusion claims within the last five years. Obtaining homeowner's insurance may be difficult, if not more expensive, where either the seller or the buyer has made a mold and/or water intrusion claim within the last five years. Sellers should disclose to buyers all prior claims made to their insurance carrier regarding the property within the last five years and need to detail all past or present water intrusion problems, even those that have been fixed. Buyers should assure themselves that homeowner's insurance can be obtained on the property prior to removing their inspection and/or insurance contingency.

Broker has not and cannot verify whether or not there is any health hazard at the property.

Property Address: 10110 Westminister Court

Date: _____
Buyer

Date: _____
Buyer

Date: 11-22-09

Seller

Date: 5-22-09 x Rubita J. J...
Seller



PRDS® LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGMENT

Revision Date 6/06



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This Disclosure applies to the Real Estate [] Purchase [] Lease/Rental Contract ("Contract") for 10110 Westminister Court

City of Cupertino County of Santa Clara, California ("Property").

LEAD WARNING STATEMENT

PURCHASE AND SALE: 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.

LEASE: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

1. SELLER/LESSOR DISCLOSURE

- a) Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards at the Property other than as follows: N/A
b) Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards at the Property that have been received by Buyer/Lessee or are provided as an attachment (please list reports), other than as follows: N/A
c) Buyer/Lessee has received, or is receiving as an attachment hereto, the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent booklet approved for Federal and State use.
d) Sales Transactions Only: Buyer shall have ten days from Acceptance (unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: 04 22 09 Seller/Lessor: [Signature] FRANK A. JELINCH (PRINTED NAME)
Date: 5-22-09 Seller/Lessor: x [Signature] ROBERTA JELINCH (PRINTED NAME)

2. ACKNOWLEDGMENT BY AGENT FOR SELLER/LESSOR

Agent has informed Seller/Lessor of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of said Agent's duty 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.

Date: 5/22/09 Seller's/Lessor's Agent: [Signature]
Print Name: Mark Burns Company Name: Coldwell Banker

3. BUYER/LESSEE ACKNOWLEDGMENT

- a) I (we) have received the "Lead Warning Statement" above.
b) I (we) have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for Federal and State use.
c) Sales Transactions Only: Buyer acknowledges a right (exercisable within ten days of Acceptance, unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: Buyer/Lessor: (SIGNATURE) (PRINTED NAME)
Date: Buyer/Lessor: (SIGNATURE) (PRINTED NAME)

4. ACKNOWLEDGMENT BY AGENT FOR BUYER/LESSEE

Agent has informed Seller/Lessor (through Seller's/Lessor's Agent, if the Property is listed), of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of the duty of Agent for Buyer/Lessee 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.

Date: Buyer's/Lessee's Agent: (SIGNATURE)
Print Name: Company Name:



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**CERTIFICATION OF COMPLIANCE WITH WATER HEATER,
SMOKE DETECTOR REQUIREMENTS**

Revision Date 10/05



Property: 10110 Westminister Court

WATER HEATER COMPLIANCE

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller is advised that different or additional requirements may be imposed by local ordinance. Seller is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

Seller hereby certifies that the Property is presently in compliance, or by close of escrow shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.

Date: Mar 22, 09

Seller: [Signature]

Seller: x [Signature]

SMOKE DETECTOR COMPLIANCE

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title, required to be equipped with operable smoke detectors of the type and in a manner specified by the State Fire Marshall. **Exceptions to this requirement are generally the same as those applicable to Transfer Disclosure Statements.** Compliance must be certified by close of escrow. Health & Safety Code section 13113.7, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detectors should be located for optimal performance and for full code compliance.

Seller hereby certifies that the Property is presently in compliance, or by close of escrow shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke detectors.

Date: 5-22-'09

Seller: x [Signature]

Seller: x [Signature]

Buyer hereby acknowledges receipt of a copy of the above certification(s).

Date: _____

Buyer: _____

Buyer: _____