

Marin Association of REALTORS®
MARIN COUNTY DISCLOSURES ADVISORY

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USAGE NOTE: This Advisory is intended for use only in Marin County, and only with the current California Association of REALTORS® form “Statewide Buyer and Seller Advisory” (“SBSA”). Please read it carefully along with all other State and local advisories and all disclosures by the Seller, Brokers, or Agents.

TABLE OF CONTENTS

PARAGRAPHS	PAGE	PARAGRAPHS	PAGE
INTRODUCTION	2	3. FEDERAL/STATE/REGIONAL ADVISORIES:	10
1. MARKET CONDITIONS ADVISORY	3	3.1. GEOLOGICAL/GEOTECHNICAL ISSUES:	10
		• UNSTABLE HILLSIDES	10
2. GENERAL PROPERTY ADVISORIES:	4	• EXPANSIVE SOIL	11
		• HIGH WATER TABLES	11
2.1. EXISTING HOUSING STOCK	4	3.2. CLIMATE ADVISORY; DROUGHT, WATER RESOURCES, AND USE RESTRICTIONS	11
2.2. LAND USE AND CONSTRUCTION-RELATED LAWS AND INSPECTIONS	4	3.3. WET WEATHER CONDITIONS	11
• CALIFORNIA COASTAL COMMISSION	4	3.4. LOCAL CLIMATE CONDITIONS	11
• BCDC	5	3.5. PERMITS; NONCONFORMING USES, UNPERMITTED ALTERATIONS AND IMPROVEMENTS	12
2.3. FENCE MAINTENANCE	5	3.6. CODE COMPLIANCE AND ENFORCEMENT	12
2.4. FLOORS AND WALLS	5	3.7. UNDERGROUND UTILITIES	12
2.5. FIREPLACES/WOOD-BURNING APPLIANCES	5	3.8. CRIME	12
2.6. SQUARE FOOTAGE AND LOT SIZE	5	3.9. RENTAL PROPERTY AND RELATED LAWS:	12
2.7. POTENTIAL INCREASE IN OWNERSHIP COSTS AND/OR REDUCTION IN SERVICES	6	• STATEWIDE RENT CAP AND JUST CAUSE EVICTION LAWS:	12
2.8. SEA LEVEL RISE; RIVER AND COASTAL CONDITIONS	6	• LOCAL RENT CONTROL AND EVICTION LAW ISSUES	13
2.9. TREES AND VEGETATION; FIRE SAFETY:	6	• SHORT TERM RENTAL PROHIBITIONS AND REGULATIONS	13
• VEGETATION MANAGEMENT LAWS FOR FIRE SAFETY	6	3.10. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS	13
• PROTECTED TREES	6	3.11. PRIVATE ROADS; ROAD AND WATER EASEMENTS AND RELATED MAINTENANCE	13
• HAZARDOUS TREES	6	3.12. BALCONIES/DECKS RETROFIT REQUIREMENTS	14
• VIEW ORDINANCES	7	4. COUNTY AND CITY ADVISORIES	14
• DISEASED TREES/VEGETATION	7		
• ARBORIST CONSULT RECOMMENDED	7	4.1. SEWER LATERAL ORDINANCES & INSPECTIONS	14
2.10. RIVER, CREEK, WETLAND, LEVEE PROTECTION	7	4.2. SEPTIC SYSTEM/WASTEWATER TREATMENT SYSTEM REGULATIONS	14
2.11. FLOOD MAPPING AND RELATED INSURANCE ADVISORY	7	4.3. CELL PHONE RECEPTION & INTERNET	15
2.12. ENVIRONMENTAL MAPPING	7	4.4. PG&E SERVICE INTERRUPTIONS	15
2.13. WILDFIRE HAZARDS/FIRE PREVENTION	7	4.5. CLEAN ENERGY PROVIDER	15
2.14. STORAGE TANKS	8	4.6. RAIL SYSTEMS	15
2.15. INSURANCE	8	4.7. GOVERNMENT MANDATED RESALE INSPECTIONS AND REPORTS	15
2.16. C.L.U.E. REPORTS OF INSURANCE CLAIMS	8	4.8. RIGHT TO FARM	16
2.17. TITLE INSURANCE AND PRELIMINARY REPORTS	8	4.9. HAMILTON ARMY AIRFIELD HOUSING DEVELOPMENT - ENVIRONMENTAL ISSUES	16
2.18. PROBATE SALES AND COURT CONFIRMATION	9	4.10. NORTH MARIN WATER DISTRICT	16
2.19. PERSONAL PROPERTY AND STAGING ITEMS	9		
2.20. SURVEILLANCE CAMERAS, AUDIO MONITORING, AND PRIVACY	9	5. ATTORNEY & ACCOUNTANT RECOMMENDATIONS	16
2.21. ONLINE INFORMATION	9		
2.22. ONLINE PHOTOS/VIDEOS	10	6. ACKNOWLEDGEMENT REGARDING BROKERS	17
2.23. ANIMALS/ENDANGERED SPECIES	10		
2.24. ARCHITECTURAL & CONSTRUCTION PLANS	10	7. ELECTRONIC SIGNATURES	17

INTRODUCTION

This Advisory provides general information about selling, buying, and leasing real property in Marin County and is effective as of **September 2023**. It is not intended to be a comprehensive guide to buying, selling, or leasing real estate nor is it designed to alarm you. Although it does not limit any legal duty of real estate brokers or agents (collectively hereafter, “**Broker**” or “**Brokers**”), it does point out some limitations on real estate Brokers' duties. This Advisory points out that when purchasing something as important and valuable as real estate, Buyers have a legal responsibility to protect themselves by taking special precautions to investigate the issues detailed in this Advisory and in the California Association of REALTORS® “Statewide Buyer and Seller Advisory” (“**SBSA**”), in the Seller's and real estate Brokers' disclosures, and any other issues which might impact the use, value, or desirability of the Property. Buyer should consult with the appropriate experts of Buyer's choosing and with governmental agencies, and should not rely solely on Seller's disclosures and information from Brokers when Buyers have questions, doubts, or concerns. For more information about Marin County, including many issues that may affect ownership of real property in Marin County, Buyers can go online at: <https://www.marincounty.org/government> and at the website of any city in which the Property is located.

BROKERS ADVISE BUYERS TO INVESTIGATE ALL ASPECTS OF THE CONDITION AND SUITABILITY OF PROPERTY FOR BUYERS' INTENDED USES. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

The information in this Advisory changes over time as new issues develop, including actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retrofit requirements that may also get triggered by remodeling efforts or efficiency requirements. You should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and/or development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that might materially affect the value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Whether documents are signed electronically or in hard copy, Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Real Estate Transfer Disclosure Statement and the Seller's Property Questionnaire, if provided by Seller.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory and the SBSA, as well as those issues that are not referenced below to the extent that those additional issues may affect the Buyers' determination of the use, value, desirability, or development of the Property. **Buyers' investigations should take place prior to Buyers' removal or waiver of any inspection contingency.**
- Buyers are urged to:
 - Carefully read the information contained in any advisories, disclosures, inspections, and/or reports that Buyers receive from any source.
 - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, and/or reports received by Buyers from any source.
 - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory and SBSA) to the extent that those additional issues affect the Buyers' determinations regarding the use, value, desirability, or development of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined, and some issues can have varying impacts on different people since some people may be more sensitive than others.

- Buyers are urged to engage licensed professionals of their own choosing to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Agreement.
- Any representations about the issues in this Advisory made by the Sellers or by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.
- Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues described in this Advisory or in the SBSA.

This Advisory is not meant to be a complete source of information on all matters which can become issues in real property purchases and sales or in the Purchase Agreement or other contract documents.

Given Buyers' legal duty to exercise reasonable care to protect themselves regarding facts that are known to them or within their diligent attention or observation, Buyers are urged to investigate, without limitation, all the items in the following paragraphs of this Advisory and in the SBSA, as well as the condition of the foundation, roof, plumbing and water, heating, air conditioning, electrical, mechanical, energy efficiency, security, appliances/personal property, pool/spa, and all other systems and components.

The Brokers and Agents involved in the transaction do not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information contained herein as it relates to a specific real property transaction.

1. MARKET CONDITIONS ADVISORY

Real estate markets are cyclical. It is impossible to predict what market conditions will be at any given time. The ultimate decision of how much to offer on and to pay for any property rests solely with Buyers. Buyers need to decide what they are willing to pay in light of market conditions, their own risk tolerance and financial resources. Buyers must also decide what type of offer to make in recognition of existing market conditions. Purchase price is not a simple calculation based upon square footage but an agreement as to what Buyers will pay and what Sellers will accept. Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase

Brokers traditionally recommend that Buyers protect themselves by conditioning their purchase on Buyers' satisfaction with all aspects of the Property so that the Buyers can be assured that the Property meets their needs. In some market conditions, Buyers are choosing to forego that sage advice so that their offer is more attractive to Sellers. If, after making an offer without property investigation contingencies, Buyers become aware of an aspect of the condition of the Property that affects its value or desirability, Buyers may still be required to proceed to either purchase the Property or possibly pay damages to the Seller, which may amount to the Buyers' deposit in escrow. If the defect found by the Buyers is a condition that must subsequently be repaired or remedied and the Buyers have waived their investigation contingencies with their offer, the Buyers may have no legal recourse against any of the parties in the transaction after escrow closes, including against the Seller, the Brokers or the inspectors, and then the Buyers may have to pay out of their own pockets to correct those problems. **Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice.**

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

The lender's approval of financing includes the lender's determination that: (1) the Buyers are creditworthy and can afford to make the mortgage payments and (2) that the Property appraises for at least the principal amount of the loan. Even if Buyers have obtained a pre-qualification or pre-approval letter from a lender, the lender may not ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyers' financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise," Buyers may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, Buyers may not be able to perform on Buyers' contractual obligations. This could then result in the Buyers paying damages to the Seller.

It is a serious risk for Buyers to eliminate from the purchase contract their right to have a financing contingency if they intend to secure a loan.

IF BUYER INTENDS TO SUBMIT A NON-CONTINGENT OFFER, BROKER RECOMMENDS THAT, BEFORE SUBMITTING THE OFFER, BUYER: (a) REVIEW ALL AVAILABLE SELLER REPORTS, DISCLOSURES, INFORMATION AND DOCUMENTS; (b) HIRE A QUALIFIED PROFESSIONAL TO INSPECT THE PROPERTY (EVEN IF IT IS BEING SOLD “AS IS”, IN ITS PRESENT CONDITION); AND (c) SERIOUSLY EVALUATE YOUR RISK AND YOUR FINANCIAL POSITION WITH YOUR ATTORNEY, ACCOUNTANT, AND/OR FINANCIAL ADVISOR.

2. GENERAL PROPERTY ADVISORIES

2.1. EXISTING HOUSING STOCK: Many properties have been built under prior versions of building, health and safety, zoning, and other codes or regulations, and thus may not comply with current fire, earthquake, electrical, setback, or other building standards. For example, an older home may have an electrical panel that cannot, without costly upgrades, accommodate an electric vehicle charger or a backup battery or photovoltaic (solar) power system. The Property's components, appliances, fixtures, systems, and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all aspects of the Property will comply with a Buyer's religious or cultural preferences. Some homes contain appliances, products or manufactured materials which may be defective, create problems with the use or value of other aspects of the home, and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the life span and/or functionality of many of these components. Buyers should personally contact the local building inspection and code enforcement agencies as well as obtain the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies. Brokers do not have expertise in this area.

2.2. LAND USE AND CONSTRUCTION-RELATED LAWS AND INSPECTIONS: Federal, State, and City and County governments have enacted and/or may in the future enact laws, ordinances, regulations, and amendments/revisions thereto (including voter-approved ballot measures within these jurisdictions) which affect, expand, or restrict land uses, development, and other conduct on or in the area of the Property, including without limitation fire-related vegetation management and home hardening requirements, restrictions on vacation rentals, parking, cannabis related activities, weddings, parties, concerts, wine tasting, and other events both public and private, as well as other uses and the development, construction, modification, demolition, and improvement on the Property (including remodeling, grading and water use), and other permissible and prohibited activities on the property, such as laws relating to finding Native American artifacts or burial remains on the Property, and historic preservation requirements and restrictions (collectively “Laws”).

Such Laws may also include regulations that require, among other things, setbacks between development and designated streams, creeks and wetlands, environmental mitigation measures, erosion control permits, grading permits, and other permits necessary for new development or remodeling of any structure, vineyard and agriculture, earthmoving, or land conversion. New and amended Laws affecting watersheds, land uses, water use and conservation, development and construction continue to be developed, proposed, revised, debated, and enacted. Properties are subject to inspection by County code enforcement officials in order to monitor compliance with many of these laws. As part of Buyer's investigation of the property, Buyer is advised to obtain the latest information regarding all such applicable Laws, whether enacted or merely proposed, that currently affect or that might in the future affect the property or the cost to make any changes or improvements to the property. Such information may be obtained by contacting all the County and city governmental agencies that may have jurisdiction over the Property and by searching in the archives of the local and statewide news media.

Examples of Federal, State, County and city governmental agencies that may have information on these Laws include, but are not limited to:

- **CALIFORNIA COASTAL COMMISSION:** The California Coastal Commission, in partnership with coastal cities and counties, plans and regulates the use of land and water in the coastal zone, including construction of building, preservation of existing structures, divisions of land, and any activities that change the intensity of use of land or public access to coastal waters and/or impacts the coastline. Portions of western Marin County are within the coastal zone regulated by the California Coastal Commission. Buyers of property in this area are urged to contact the California Coastal Commission at (415) 904-5260 or <https://www.coastal.ca.gov/> to determine for themselves what impact, if any, the coastal zone designation may have on their intended future use, development and enjoyment of the Property.

- **BCDC:** The San Francisco Bay Conservation and Development Commission (“BCDC”) is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Marin properties abutting San Francisco Bay, its tidelands and marshes, may be subject to the jurisdiction of the BCDC which may limit building, and impose other requirements on property owners. Buyers of such property are urged to contact BCDC at (415) 352-3600 or <https://www.bcdc.ca.gov/> to determine for themselves what impact, if any, the BCDC may have on their intended future use, development, and enjoyment of the Property.
 - **U.S. Army Corps of Engineers** San Francisco District at <https://www.spn.usace.army.mil/>
 - **U.S. Fish and Wildlife Service** at <http://www.fws.gov/>
 - **California Department of Fish and Wildlife** at <https://www.wildlife.ca.gov/>
 - **County or City building and planning departments and code enforcement officials**, and all the other governmental agencies described in this Disclosures Advisory and in the California Association of REALTORS® Statewide Buyer and Seller Advisory (“SBSA”) form.
- Brokers do not have expertise in this area.

2.3. FENCE MAINTENANCE: If the Property has a fence that is located on the boundary line, California Civil Code Section 841 (the Good Neighbor Fence Act) provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are not often located entirely or exactly on the boundary line, and when that is true, the party who is responsible for maintaining the fence is a legal determination. Broker recommends that all questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination, and brokers do not have expertise in this area.

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

2.5. FIREPLACES/WOOD-BURNING APPLIANCES; Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District (“BAAQMD”) established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Bay Area residents who begin a chimney or fireplace remodeling project that costs over a certain minimum and requires a building permit will only be allowed to install a gas-fueled, electric or EPA-certified device. No wood-burning devices of any kind may be installed in new homes or buildings being constructed in the Bay Area. More information can be found on the BAAQMD website: <https://www.baaqmd.gov/rules-and-compliance/wood-smoke> and by contacting the City government in which the Property is located. When the BAAQMD issues a Spare the Air Alert, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when the air quality is unhealthy and when a Spare the Air Alert is issued, call 1-877-4NO-BURN or visit the BAAQMD website at www.baaqmd.gov or www.sparetheair.org. The information in this section was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

2.6. SQUARE FOOTAGE AND LOT SIZE: Different sources of size information including but not limited to Sellers and Appraisers often provide different square footage or lot size numbers for a property; public records may be, and often are, inaccurate and thus there are frequently discrepancies in the advertised and/or other publicly available statements of sizes. Buyers are advised that square footage and/or lot size numbers, which may be obtained from various sources such as public records, Multiple Listing Service, and others and are provided to Buyers regarding the Property are not, and will not be, verified by Sellers or the broker. If the square footage or lot size of the property is an important consideration in Buyers' decision to purchase the Property, then Buyers must independently conduct Buyers' own investigation through appropriate professionals and rely solely on that data. Brokers do not have expertise in this area.

2.7. POTENTIAL INCREASE IN OWNERSHIP COSTS AND/OR REDUCTION IN SERVICES: Due to extraordinary recent and ongoing economic and environmental conditions, governmental and quasi-governmental entities and private companies that may provide services directly to the Property or to the community in which the Property is located (including without limitation cities, counties, water, sewer, and other types of utility and/or assessment districts and private water companies), have lost or may in the future lose revenue from what were previously thought to have been relatively stable funding sources, such as sales tax, property transfer tax, and other revenue sources, and the also may be restricted by resource availability due to environmental conditions such as drought or high utility demand due to atmospheric heat events. One of the possible results of actual or potential revenue losses or restrictions in resource availability is that the cost of ownership of the Property, including such costs as utility rates, fees, and taxes, can increase substantially. Also, services provided by governmental and quasi-governmental entities may be reduced due to budget shortfalls. Buyer is advised to investigate the financial stability of governmental and quasi-governmental entities and utility suppliers, including water, sewer, and other types of utility and assessment districts that provide service to the Property and/or to the community in which the Property is located, and to investigate environmental and resource demand conditions that may affect the availability and cost of services and utilities being provided to the Property and neighborhood. Such information may be obtained by contacting federal, state, county and city governmental agencies and quasi-governmental agencies such as utility districts and private water companies that may have jurisdiction over or that serve the Property, and by searching in the archives of the local and statewide news media. Brokers do not have expertise in this area.

2.8. SEA LEVEL RISE; RIVER AND COASTAL CONDITIONS: If the Property is in a coastal or coastal influenced area including a creek, river or estuary area, Buyer is advised that these areas are subject to sea level rise, the effects of predictable and unpredictable changes in tides which include without limitation: (a) changes in the mean high tide line that may determine the Property boundary, (b) enactment of hazard abatement districts that result in assessments being levied against the Property to fund improvements to limit the effects of sea level rise, (c) erosion of beaches, bluffs, shoreline, riverbanks, (d) relocations of roadways, utilities, seawalls, riprap, and bulkheads due to erosion and subsidence, any of which can include the need for governmental agencies to condemn (either temporarily or permanently) some or all of the Property. Such property is also subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can prematurely age the interior and exterior of structures. Warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and such properties require regular, thorough maintenance. Buyer is advised to fully investigate these with appropriate professionals, including having a geological inspection, to identify the effect of the listed conditions, if any, on the property, and to identify the increased maintenance and repairs that may be needed for property in coastal areas. Brokers do not have expertise in this area.

2.9. TREES AND VEGETATION; FIRE SAFETY:

- **VEGETATION MANAGEMENT LAWS FOR FIRE SAFETY:** State and local laws require that homeowners in State Responsibility Areas (an “SRA”) clear out flammable materials such as brush or vegetation around their buildings to 100 feet (or the property line) to create a defensible space buffer. Make sure to check with the local fire agency, department, or station about laws in the County, as many local jurisdictions may have more stringent requirements. For example, some counties require one level of clearing within 30 feet (or to property line) around all structures, and 10 feet from roads and driveways, and another level of clearing between 30 feet and 100 feet (or to the property line) from all structures. Clearing “defensible space” can help slow or halt the progress of an approaching wildfire and keeps firefighters safer if they are trying to defend structures from fire. Both State and certain local governments have established boundaries of high fire hazard severity zones. For more information and for Cal Fire Hazard Severity Zone Maps, see:
 - <https://gis.marinpublic.com/lookup/FireLookup/default.aspx>
 - <https://www.marinwildfire.org/>
 - <https://www.marinwildfire.org/dspace>
 - <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>
- **PROTECTED TREES:** Most cities and counties have an ordinance that requires property owners to obtain a permit prior to removing Protected Trees from their property. Protected Trees are defined within the code of each city and county with such an ordinance. Removing or damaging any Protected Tree without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators may be liable for damages. A City may place a lien on the Property if imposed fees are not paid on a timely basis. That lien may subsequently be added to the county property tax bill.
- **HAZARDOUS TREES:** Some cities and counties define hazardous tree conditions within their Building Codes and address ways of mitigating those conditions on both private and public property. There are

often stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, pursue the claim through the court system.

- **VIEW ORDINANCES:** Some cities and counties have view ordinances that restrict the height of trees so that trees do not unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyers' expense. Cities do not take an active role in these issues; rather they encourage the private resolution of such disputes. Each jurisdiction may have a different mechanism for handling these situations, and Buyer is encouraged to review the city or county codes during their inspection period.
- **DISEASED TREES/VEGETATION:** Trees and other vegetations on the Property are susceptible to diseases, including without limitation Sudden Oak Death Syndrome, and other problems that cannot be detected by Brokers.
- **ARBORIST CONSULTATION RECOMMENDED:** Buyers are encouraged to seek the advice of a qualified, licensed and/or certified arborist for any questions regarding trees or other vegetation that are on the Property or on neighboring properties.

Brokers do not have expertise in this area.

2.10. RIVER, CREEK, WETLAND, AND LEVEE PROTECTION: Many properties are impacted by creeks, channels, streams, wetlands, levees, and/or culverts (a man-made structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts, or is located near such features, Buyer should investigate the possibility of sea level rise, tidal action, or other causes of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, some counties and cities have enacted regulations regarding creeks and culverts making maintenance of these creeks and culverts the responsibility of adjacent property owners. Such expenses can be considerable. Buyer should review local ordinances and maps with government agencies and Buyer's own experts regarding these issues and before commencing any work in, over or near any river, creek, channel, stream, wetland, culvert, or levee. Brokers do not have expertise in this area.

2.11. FLOOD MAPPING AND RELATED INSURANCE ADVISORY: Flood maps and flood designations for all properties may change over time which could impact the future use, value, desirability, or development of the Property as well as its insurability. The Marin Shoreline Sea Level Rise Vulnerability Assessment details how shoreline flooding will worsen with sea level rise if no actions are taken. The Assessment identifies specific risks and impacts along the entire bay shoreline, from Sausalito to Novato and is available here: <https://www.marincounty.org/main/sea-level-rise/vulnerability-assessment>. For further details regarding flood mapping information for a specific Property, go to: <https://msc.fema.gov/portal/home>

Buyers are advised that flood insurance rates are increasing due to many factors. Under the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, designated in a Natural Hazard Report ("NHD report"), will experience annual premium increases which could be as much as 18% to 25% per year. Brokers recommend that Buyer consult his or her lender and insurance agent about these matters during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

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

2.13. WILDFIRE HAZARDS/FIRE PREVENTION: Wildfire disasters can create health and safety concerns in the aftermath of clean-up efforts, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the impacted areas. Some of the concerns and issues of wildfires include, but are not limited to: lot clearing costs; environmental clean-up concerns; local, state and/or federal regulations for issuing permits and/or for authorizing rebuilding efforts; the availability and cost of insurance (along with any insurance company retrofit requirements and/or the availability or disruption of utilities; construction-related inconvenience and delay; and the impact that federal, state or local disaster declarations may have on materials, prices, costs and rent. Buyers should investigate all wildfire related issues to determine what impact, if any, those issues may have on

Buyers' current and future use or development of the Property during any investigation/inspection contingency. Information about fire prevention and investigation is available on-line at <https://www.marincounty.org/depts/fr>

In some areas there may be requirements that certain fire prevention steps must be taken. Information on minimum annual vegetation management standards to protect homes from wildfires may be obtained at www.readyforwildfire.org. Additional information may be obtained at the California Department of Forestry and Fire "CalFire" website <http://fire.ca.gov/>. CalFire also has a "Fire Hazard Severity Zone Viewer" at <https://egis.fire.ca.gov/FHSZ/> which may be used to determine if a property is in a fire hazard zone.

Buyer is encouraged to carefully review the Statewide Buyer and Seller Advisory, and in particular the section entitled "**FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS.**"

2.14. STORAGE TANKS: Many ranches, farms, and some older homes in this area may have or have had an above-ground or underground storage tank for the fuel for farm vehicles, machinery, for home heating oil, or other purposes. The California State Water Resources Control Board, the related Water Quality Control Boards, and their regional offices (collectively the "Water Board"), in conjunction with city and/or county fire officials, regulate tanks used for storing flammable or combustible liquids, whether or not such tanks are currently in use. Buyer is advised to consult with appropriate experts to determine whether there are such storage tanks located on the surface or underground on the Property, and to consult with such experts and all city, county, and state agencies with authority when storage tanks are present on the property, to determine applicable requirements. Regulations may require inspection, testing, removal, and soil and/or groundwater clean-up of any toxic material that may have leaked from the tank. Buyer and Seller are advised to speak directly to the Water Board, City or County Fire Department, and Building Department concerning specific regulations affecting above-ground tanks or USTs. Brokers do not have expertise in this area.

2.15. INSURANCE: Some insurance carriers have stopped writing homeowners' insurance policies in California, resulting in more homeowners having been required to utilize the California FAIR Plan insurance, provided under the auspices of the California Department of Insurance. More information is available on the Department's website: <https://www.insurance.ca.gov/>. **During their investigation contingency period, Buyers should consult with an insurance broker to determine the cost and availability of homeowners' insurance as well as the types of coverage that may be available and any conditions that the insurance company intends to impose.** For example, many insurance companies are refusing to provide homeowners' insurance coverage unless certain retrofit requirements are met, such as compliance with fire safe standards for vegetation and construction, installation of safety glass gas shut-off valves, etc. The fact that an insurance company may require these modifications does not necessarily mean that the Seller is obligated to pay for and/or make them, and this subject should be addressed by Buyer and Seller during Buyer's inspection period and prior to Buyer waiving their contingencies. In addition, prior claims submitted by Buyers on other properties may affect the final cost of the homeowners' insurance on the Property Buyers should investigate these matters thoroughly prior to removing their inspection contingency. Brokers do not have expertise in this area.

2.16. C.L.U.E. REPORTS OF INSURANCE CLAIMS: Standard real estate disclosure forms specify that Sellers must provide Buyers with insurance claims history for the property for a period of five years preceding the sale. Sellers do not always know (or remember) the insurance claims history. Because a C.L.U.E. report itself is not required, Sellers may disclose the insurance information themselves as part of the disclosure process. If Sellers want to rely on C.L.U.E. for the most accurate information regarding past insurance claims, Sellers may be able to either: (a) go online to: <https://risk.lexisnexis.com/products/clue-property> and create an account that will enable the Sellers to order a C.L.U.E. report; or (b) contact their homeowner insurance policy broker who may be able to provide a copy. Buyers can also add to their contract offer the obligation for Sellers to provide them a C.L.U.E. report. Brokers do not have expertise in this area.

2.17. TITLE INSURANCE AND PRELIMINARY REPORTS: There are various types of title insurance policies with different costs and coverages, such as an ALTA or CLTA Policy, and each with or without certain types of endorsement(s) that can add or change coverages. There are also title insurance policies that protect the interests of a Seller who finances all or part of the purchase price. Buyer and Seller should discuss the choice of title insurance policies with a title insurance company. Buyer (and Seller where appropriate or as described above) are advised to obtain title insurance, in addition to the parties' obtaining a preliminary report from the title insurance company, to carefully review the report, obtain and review copies of all exceptions described in the report, and review all other matters which may affect title to the property, including without limitation any easements and maintenance agreements (or the lack thereof), covenants, conditions, restrictions, encumbrances and other matters, whether or not in the public record. If Buyer or Seller has any questions regarding the state of title, whether arising from the preliminary report, the exceptions shown in the preliminary report, or other matters affecting title, the parties should consult with qualified professionals, including but not limited to title insurance

companies' title officers, licensed surveyors and qualified real estate attorneys. Brokers do not have expertise in this area.

2.18. PROBATE SALES AND COURT CONFIRMATION: An executor or administrator of a probate estate (the "Representative") may sell estate property under certain conditions. The sale of estate real property is typically subject to confirmation by the Probate Court. The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA, the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation, unless a person named in the will or other person who is entitled to receive a Notice of Proposed Action objects; in which case court confirmation will be required. The Representative's ability to sell without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs). If there is any objection, Court Confirmation may be necessary. The California Association of REALTORS® Residential Purchase Agreement currently has an available "Probate Agreement Purchase Addendum" and a "Probate Advisory" that address these issues.

Probate property is always sold "As-Is" and certain standard disclosure forms, such as the Real Estate Transfer Disclosure Statement, are not necessarily required, but other disclosures remain a requirement, disclosure of the Representative's actual knowledge of all material facts affecting the value or desirability of the Property, hazard zones, lead paint, and other disclosures are still required. The California Association of REALTORS® Residential Purchase Agreement includes an available "Probate Advisory" that addresses these issues.

If Court Confirmation is required and is subject to open competitive bidding (which is true in probate, conservatorship, guardianship, receivership, or bankruptcy sales), it is strongly recommended that Buyers personally appear in Court when their offer is scheduled for confirmation. Buyers should understand that in most sales requiring Court Confirmation, the Property may continue to be marketed and that their broker and others may represent other competitive bidders prior to and at the Court Confirmation hearing. Different courts have their own local rules for how to handle the possibility of over-bids, including whether initial deposits need to be in a certain amount or whether an over-bid needs to be a specific percentage above the original offer. Any questions regarding the specific rules for the Court where the confirmation hearing is to be held should be directed to the clerk of that Court. It is also strongly recommended that Buyers consult a qualified real estate or estate and trust attorney who is knowledgeable about Court Confirmation sales since real estate brokers are not qualified to provide legal advice. Brokers do not have expertise in this area.

2.19. PERSONAL PROPERTY AND STAGING ITEMS: Sellers and Listing Brokers often engage the services of "Staging" companies to assist in presenting the Property in its best light. The furniture, furnishings and accessories provided by the staging company are removed prior to close of escrow and do not transfer to the Buyer. Standard Purchase Agreement forms specify that NO personal property is included in the sale unless specifically designated in the Agreement or an Addendum. The images and information in the Multiple Listing Service, flyers and other marketing materials are NOT part of the Purchase Agreement. NONE of the staged furniture or other items (e.g. window treatments, mirrors, rugs, lamps, plants, etc.) is included in the sale unless specifically added in the Purchase Agreement that has been signed by Buyers and Sellers. Buyers who wish to purchase any staged items should enter into a separate written agreement with the staging company. Brokers do not have expertise in this area.

2.20. SURVEILLANCE CAMERAS, AUDIO MONITORING, AND PRIVACY: Buyer and Buyer's Broker are advised that Sellers may have security/surveillance cameras with microphones located within and outside the structures on the Property. These cameras can be monitored for sound, and audio/video recordings made of the Buyer and Buyer's Broker talking and communicating with gestures while on the Property. Buyer and Brokers are advised not to have any discussions regarding the transaction terms and conditions while on the Property, and instead it is suggested they take written notes for later review and discussion when Buyer is comfortable with the privacy and confidentiality of the location for the discussion.

2.21. ONLINE INFORMATION: Online information regarding the Property (including ownership, taxes, sale prices, etc) and the neighborhood may exist on various websites including those of governmental agencies, real estate brokers, Zillow, Trulia, Redfin, in various blogs, discussion boards, Nextdoor, Facebook, Instagram, and other social media sites, etc. For example, Nextdoor and similar websites, and some neighborhood associations and homeowner associations (HOA's) have websites; whereas other unofficial sites written by third parties may exist, all with postings about the community. Some of the websites offer viewers the opportunity to express opinions and air complaints some of them pertaining to the Property or the neighborhood. The information contained on those sites may consist of opinion, speculation, unfounded assertions or rumors, making it difficult to determine what is factual and what is not. Neither Seller nor the brokers are aware of all such possible sources

of information or of their accuracy, nor will they conduct a search of such websites or other sources, nor will they investigate or evaluate the accuracy of any online information. Brokers do not have expertise in this area.

2.22. ONLINE PHOTOS/VIDEOS: Sellers and Buyers are advised that photos (including video) of the Property may be included in the MLS listing and on the listing Broker's website and on other brokers' websites, and various national listing aggregation sites such as Realtor.com, Trulia, Zillow, Redfin, and others. From there, photos may be copied on to other websites as well, with or without the permission of the host site. After the close of escrow, or a termination of a listing, Sellers and Buyers are advised that it is not possible for the listing or selling Broker to remove these photos from websites over which they have no control.

2.23. ANIMALS/ENDANGERED SPECIES: Current or previous owner(s) may have had domestic and/or other indoor or outdoor animals on the Property; animals can cause damage to various aspects of the Property. Odors from animal urine or waste may be dormant for long periods and then become active because of heat, humidity or other factors such as some cleaning techniques, or be temporarily masked by other odors such as fresh paint or new carpet. Animal urine and feces can also damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components.

The Property may be subject to local ordinances regulating the maintenance, breeding, number or type of animals permitted or other requirements such as spaying or neutering. Buyers should investigate whether the HOA has imposed restrictions on animals. Neighbors may have animals that can cause problems including, but not limited to, noise or odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property.

California is home to a wide variety of animals, birds, reptiles and insect life, including but not limited to ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the Property. Proximity to rural or open space areas increases the likelihood of problems.

Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and the California Endangered Species Act (Fish & Game Code § 2050, et seq.), all species that have been listed as "endangered," "threatened," or in some cases species that are "candidates" for declaration as endangered or threatened are protected from, among other things, being killed, harassed, harmed, pursued, hunted, wounded or trapped in any way. The presence of a listed plant or animal on the property can have serious consequences for Buyer's plans, including but not limited to prohibition or limitations on building, remodeling, grading, landscaping, and agricultural, livestock, and equestrian activities, and costs relating to governmental requirements for environmental mitigation of the effects of buyer's plans or activities. To determine if the Property is within a designated critical or essential habitat, go to the U.S. Fish and Wildlife Service at www.fws.gov and/or the California Department of Fish and Wildlife at www.wildlife.ca.gov.

Buyers should investigate all of the issues in this section with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' investigation period.

2.24. ARCHITECTURAL & CONSTRUCTION PLANS: Property owners often have architectural/construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These drawings do not "run with the land" even if the plans were used to build existing structures and/or if they are on file with the local planning department. Sellers' contracts with the architect generally specify that the plans are owned by the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell, or give that material to Buyers without the written authorization of the architect, who may own or have copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly, prior to removal of Buyers' contingencies, for authorization to use that material.

3. FEDERAL, STATE AND REGIONAL ADVISORIES

3.1. GEOLOGICAL/GEOTECHNICAL ISSUES:

- **UNSTABLE HILLSIDES:** Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to

determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.

- **EXPANSIVE SOIL:** Some parts of the Marin area have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.
- **HIGH WATER TABLES:** Some parts of Marin County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundations. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high-water tables on the subject property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

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

3.2. CLIMATE ADVISORY; DROUGHT, WATER RESOURCES, AND USE RESTRICTIONS: Due to severe drought conditions, other extreme weather events, climate change, environmental conditions and resource availability relative to the Property changes and will continue to change. For example, water usage has been and may again in the future be restricted by orders of the State, as well as by orders of local governments, or by restrictions mandated by water districts or private community water companies. Current and future restrictions may also impact the Property by increasing water costs, including the cost of well monitoring and inspections to assess the common groundwater resources available to well owners in the area of the Property. These limitations may affect the quality of life at the Property and the ability to use water in the home and for landscaping, agricultural, and livestock purposes. Buyers should thoroughly investigate this issue, as well as the cost to arrange for delivery and storage of water by private suppliers if it becomes necessary. Buyers are advised to contact all water resource providers and agencies including without limitation private water suppliers, and the public or private entities that supply water to the Property, such as Marin Municipal Water District (415) 945-1455 at <https://marinwater.org> or North Marin Water District (415) 897-4133 at <https://nmwd.com> and other local government agencies involved in water resource supplies and monitoring such as city government, the Sonoma County Water Agency (“Sonoma Water”) which is the wholesale seller of much of Marin County's drinking water, and the applicable Groundwater Sustainability Agency, if any, with jurisdiction over the Property, to determine if there are any current or anticipated future restrictions on the use or availability of water to the Property.

3.3. WET WEATHER CONDITIONS: At times, this area may have months with heavier than usual rainfall, and “atmospheric rivers” can result in literally months' worth of rainfall occurring in only a few hours. During these times, hillside properties may be susceptible to earth movement and drainage problems, and properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under structures in the past may experience these conditions for the first time because of these weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the property; however, Sellers may not be aware of recent changes in the condition of the property or its improvements caused by unusually wet weather, and Sellers may have never personally experienced these weather conditions. Accordingly, Brokers recommend that, in addition to a home inspection, Buyers have such additional inspections by inspectors or engineers regarding these conditions as Buyers may desire. Brokers do not have expertise in this area.

3.4. LOCAL CLIMATE CONDITIONS: Marin County has several “micro climates”. Buyers are advised that these areas are subject to frequent strong winds, wind-driven rain, fog and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. Properties located near sources of water, such as the Bay, may require additional maintenance and repair efforts. Buyers are advised to fully investigate these conditions and to determine for themselves the cost of any increased maintenance and repairs that may be needed for any Property located near the Bay, wetlands, rivers, streams, and other water areas.

3.5. PERMITS; NONCONFORMING USES, UNPERMITTED ALTERATIONS AND IMPROVEMENTS: Any construction work of any kind on the Property which was done without first obtaining the necessary permits or final permit approvals/certificates of completion (“**nonconforming improvements**”) may be subject to government orders to either legalize the improvement, if possible, or to demolish the improvement. Also, the owner of the Property may be subject to fines, penalties, permit, design, and construction costs, and other expenses to bring the Property into conformity or to demolish the unpermitted improvement. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or other legal or regulatory limitations. Building inspection and code enforcement agencies are allowed to conduct inspections of the Property for permit, code, and other violations at any time upon notice to the owner. Nonconformance of improvements may be discovered when one applies for a permit to do work on the Property. Whenever nonconforming improvements or uses are discovered, the then-current owner is subject to the above-described consequences and/or expenses. While Sellers are obligated to disclose any known nonconforming improvements, Seller may not be aware of all illegal or non-permitted improvements or uses on the Property, especially those that were made prior to Seller's ownership. Brokers are not required by law to inspect public records and cannot determine the legal status of improvements based solely on a visual inspection of the Property. Thus, Buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies. Brokers do not have expertise in this area.

3.6. CODE COMPLIANCE AND ENFORCEMENT: Even if the Property is new construction, not all aspects, components and structures on the Property may comply with current code. This may be because government inspectors may have missed the non-complying item, or code requirements have changed since the improvements were first constructed or, in some cases, improvements may have been made by the current owner, or even by prior owners without the knowledge of the current owner. Real estate Brokers are not qualified to identify code violations. If the applicable city or county building department discovers the code violations, the current owner may be required to bring the property into current code compliance or to remove or demolish the portion of the property that is in violation. Various building departments take different approaches to enforcement; some are stricter than others. Prior to removal of their inspection contingency, Buyers should have the entire Property inspected by a qualified home inspector and other licensed contractors, architects, engineers, or other professionals who are trained and experienced in identifying code violations and who can advise Buyer as to local codes, regulations, and government code enforcement practices and procedures. Brokers do not have expertise in this area.

3.7. UNDERGROUND UTILITIES: Some towns, cities, and utility companies are currently or may in the future bury overhead utility lines underground in the vicinity of the Property. These projects can result in special tax assessments and set-up costs for individual homeowners, as well as noise, vibration, dust, traffic delays, and other issues common to any construction project. It is recommended that Buyers investigate this issue with Pacific Gas and Electric Company (“PG&E”), cable/data providers such as Comcast, AT&T, etc., and the applicable city or county public works department. Brokers do not have expertise in this area.

3.8. CRIME: The existence of crime is a fact of life. Some areas experience more crime than others and patterns of crime change over time. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood and may occur close to or on the Property. Some crimes may be reported in the local news while others are not reported on by the media. Because of the ever-changing nature of the nature, frequency, location, statistics, and other information regarding crime, neither Seller nor Brokers will investigate any matter relating to crime or criminal activity. If criminal activity is a concern or a factor in a Buyer's decision to purchase a particular property, or to buy in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and to research such information, prior to removing their inspection contingency. Brokers do not have expertise in this area.

3.9. RENTAL PROPERTY AND RELATED LAWS: When rental properties are offered to the public, the owner and real estate broker must act in compliance with all local, state, and federal laws and regulations, including without limitation laws governing restrictions on eviction, limitations on rent increases, restrictions on vacation rentals, discrimination in housing, disabled tenant accommodations including service animals, laws restricting animal deposits, and other matters. If Buyer intends to rent the Property or any residential dwelling located on the Property, Buyer is advised to investigate these issues with an experienced real estate attorney, and the appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- **STATEWIDE RENT CAP AND JUST CAUSE EVICTION LAWS:** With certain exemptions, California law limits the amount of rent increases that can be made by Landlords during any 12-month period and

establishes “Just Cause” requirements for evicting Tenants who have continuously and lawfully occupied the Property for 12 months or more. This state law establishes criteria and procedures for “At-Fault Just Cause Evictions”, “No-Fault Just Cause Evictions”, as well as relocation payments to Tenants for No-Fault Just Cause Evictions. Existing and future local ordinances may also apply to the frequency and amount of any rent increases as well as the ability to evict Tenants depending upon whether or not the local law is more restrictive of the Landlord than the state law. Certain jurisdictions within the County may also have more stringent laws regarding withdrawal of a property from the rental market than state law, and/or which require relocation payments to tenants that are larger and/or more stringent than state law. Real estate Brokers and Agents are not qualified to make these determinations. Landlords are urged to consult with a qualified California landlord tenant attorney regarding the ability to increase rents, the timing of any notices regarding rent increases and/or the ability to evict a Tenant. Brokers do not have expertise in this area.

- **LOCAL RENT CONTROL AND EVICTION LAW ISSUES:** In addition to the statewide rent control and just cause eviction law described above, some cities including several within Marin County, and some counties in California, have enacted or are contemplating enacting ordinances that also control rents and/or the grounds for eviction of tenants. Other cities may create comparable requirements and/or require the issuance of permits or mandate inspections prior to renting out any type of property. Buyer should investigate the existence of applicable ordinances and laws regulating their ability to rent property and to satisfy themselves as to whether that type of ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the renting of property/the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of Brokers.
- **SHORT TERM RENTAL PROHIBITIONS AND REGULATIONS:** The County of Marin and several cities within the County including, by way of example only, Tiburon, Sausalito, Larkspur, and San Rafael, either prohibit, restrict, or otherwise regulate “vacation rentals” or “short-term rentals”, usually rentals of less than 30 days in length. If Buyer's intended use of the Property is to operate a vacation/short-term rental, Buyer should investigate all applicable regulations and permit requirements. Examples of such regulations/permit requirements can be found on the County of Marin's website: <https://www.marincounty.org/main/short-term-rentals> and also on the City of San Rafael's website: <https://www.cityofsanrafael.org/shorttermrentals/>. The County's short term rental restrictions also include a moratorium covering West Marin County, which will expire May 23, 2024, or when the California Coastal Commission certifies the County's Short Term Rental regulations. Brokers do not have expertise in this area.

3.10. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS: The Real Estate Transfer Disclosure Statement (“TDS”) requires Sellers to disclose if there are any lawsuits by or against the Sellers threatening or affecting the real property along with questions related to construction defects, citing Civil Code Sections 900, 903, 910 and 914. These codes are part of a law that is often referred to as “SB800” or Title 7, which generally applies to residential real property built by a “Builder” (as defined in Section 911) and sold for the first time after January 1, 2003. The law provides for a limited one-year warranty from the Builder and Builders may provide “enhanced protection agreements” which may extend or expand on the warranty or the warranty period. Homeowners are required to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim and Builders often require specific pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this TDS question should consult with a qualified California real estate attorney for advice. If the Sellers disclose any lawsuits or claims, Buyers should investigate such disclosures with a California real estate attorney. Buyers should review the Builder's warranty, if applicable, as well as the applicability of SB800, with a qualified California real estate attorney. Brokers do not have expertise in this area.

3.11. PRIVATE ROADS; ROAD AND WATER EASEMENTS AND RELATED MAINTENANCE: If the Property is accessed or affected by a private roadway that is shared with one or more other properties, or if water or other utilities are provided to the Property by routes that cross other private property, Buyers need to determine whether or not there is a recorded easement and maintenance agreement, and whether or not the road or other utility users, including the current owner of the Property, are in compliance with any such easement or maintenance agreement. If no maintenance agreement exists, Civil Code Section 845 provides that the cost of road or utility easement maintenance “shall be shared proportionately to the use made of the easement by each owner.” Buyers should consult with a qualified California real estate attorney regarding these matters. Brokers do not have expertise in this area.

3.12. BALCONIES/DECKS RETROFIT REQUIREMENTS: State law requires an owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any investigation/inspection contingency. Brokers do not have expertise in this area.

4. COUNTY AND CITY ADVISORIES

4.1. SEWER LATERAL ORDINANCES AND INSPECTIONS: The Property may be served by a sewer system that is under the jurisdiction of a Sewer District, Water District, Community Services District, or other governmental agency including cities (each, a "District"). Seller and Buyer are advised that many such Districts have enacted ordinances requiring that inspection/testing and repair or replacement of sewer service laterals be completed prior to any sale or other transfer of ownership of the Property. Each such ordinance has different requirements. Other governmental agencies in the County may in the future enact similar ordinances. **Buyer and Seller are advised to review the language of any sewer lateral ordinance that applies to the Property and address any concerns relating to the ordinance during their negotiations of the Purchase Agreement for the sale of the Property. Seller is advised to engage a qualified inspector to inspect the condition of the sewer lateral, according to the terms of the applicable ordinance and related regulations/standards, prior to entering into a Purchase Agreement for the sale of the Property.** Some Districts have established low interest loan programs for homeowners' sewer lateral replacements. Contact specific Districts for further information. Brokers do not have expertise in this area and are unable to advise Buyers and Sellers regarding these ordinances, sewer lateral testing, repair or replacement, related issues, or the associated costs, which may be significant. The parties are advised to obtain the latest information regarding all such applicable ordinances, whether enacted or merely proposed, that currently affect or that might in the future affect the Property or the cost to make any changes or improvements to the property. Buyers should check the following sites to determine the Property's applicable sanitary district and review the relevant ordinances:

<https://marincountyrealtors.com/index.php?src=gendocs&ref=SewerLateralOrdinances&category=OurCommunity&link=SewerLateralOrdinances> ; and www.savrbay.com or <https://www.marinlafco.org/special-districts-list> or <http://www.marinmap.org/dnn/Home.aspx>

4.2. SEPTIC SYSTEM/WASTEWATER TREATMENT SYSTEM REGULATIONS: If the Property has a septic system or other type of Onsite Wastewater Treatment System ("OWTS"), it is essential that Buyer secured a current, written report detailing the inspection of the tank and the leach field lines by a licensed, competent professional, such as a Registered Environmental Health Specialist, or Registered Civil Engineer who specializes in OWTS, to determine the condition of the system as well as the adequacy of the system for Buyers' specific needs. Visual inspection of the tank alone is insufficient. Brokers do not have the necessary expertise to make those determinations. Expansion or remodeling of the dwelling may be restricted due to the condition of the septic system. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, or other changes to the system which may be expensive. Marin County has a Septic Systems Program designed to protect the health of the public and the environment from the improper disposal of sewage from on-site-sewage systems and greywater systems. The County has guidelines, brochures, and frequently asked questions (FAQs) about septic tanks. For more information about Marin County Regulations on the use, maintenance, design, construction and repair of individual sewage disposal systems and alternative septic system, review the County of Marin's Environmental Health Services Department website: <https://www.marincounty.org/depts/cd/divisions/environmental-health-services/septic-systems> .

The State of California has proposed and is in the process of refining and enacting new regulations for OWTS. These new regulations, once enacted, will affect many different types of OWTS, including possibly the type of system (if any) that exists on the property. The final regulations may include, but are not limited to, some or all of the following: point-of-sale inspection and repair requirements; ongoing monitoring requirements and professional monitoring contracts; investigations and studies; specific percolation rates; and/or supplemental treatment and disinfection prior to disposal. Accordingly, these regulations may also affect an OWTS that Buyers or future owners intend to develop on the property. These OWTS regulations, and other governmental regulations that affect or that may affect the property, continue to be developed, revised and debated.

As part of Buyers' investigation of the Property, Buyers are advised to obtain the latest information regarding all applicable OWTS regulations and any other regulations and ordinances, proposed ordinances, and ballot measures affecting or that might affect the property, by contacting the appropriate governmental agencies. Buyers can get more information about OWTS/Septic System regulations by contacting the State Water Resources Control Board ("SWRCB"), 1001 I Street, Sacramento, California, 95814 or at Post Office Box 100, Sacramento, California 95812; (916) 341-5455 and by reviewing the SWRCB website.

4.3. CELL PHONE RECEPTION & HIGH-SPEED INTERNET: There are some areas of Marin County that have limited or no cell phone or wireless data reception and not all telephone and internet providers can service all areas of Marin and/or may charge extra fees for providing service to specific areas. Buyers are advised to contact their wireless providers to verify the availability, cost and strength of cell phone and wireless data reception for the Property and other areas where such services are important to Buyers. Buyers are also advised to personally conduct their own investigations of the availability and strength of such services at and near the Property and in all other areas where such services are important to Buyers. Brokers cannot and will not verify or investigate the availability or strength of any cell phone, internet, or wireless data reception.

4.4. PG&E SERVICE INTERRUPTIONS: Electrical service can and will be interrupted in any area for a variety of reasons by service providers. Parts of Marin County have experienced interruptions in electrical service of various durations in past efforts by Pacific Gas & Electric ("PG&E") to prevent wildfires and for ongoing maintenance issues. Buyers are advised to conduct their own investigations of the availability and consistency of electrical service and outage histories relating to the Property. Brokers cannot and will not investigate or report on these matters.

4.5. CLEAN ENERGY PROVIDER: Marin Clean Energy is an optional electricity provider for Marin County. For more information and/or opt-out information, call 1-888-632-3674 or visit www.marincleanenergy.com.

4.6. RAIL SYSTEMS: Sonoma-Marin Area Rail Transit ("SMART") is the North Bay's passenger rail service for Marin and Sonoma counties. The current 45-mile system includes stations in Novato, San Rafael, and Larkspur. SMART's system also includes a bicycle and pedestrian pathway along the rail corridor, and freight train service. Some properties in Marin County are located adjacent to or near railroad tracks that are used by these trains and the bike/pedestrian pathways. Buyer and Seller can obtain more information about both passenger and freight train service by contacting SMART or by going online to: <http://www.sonomamarintrain.org/>. Precisely what impact, if any, fluctuations in train services and pathway use will have on any given property is unknown, although noise and vibration from construction, repairs, testing, and train service do affect some properties in Marin County. The construction and/or use of the SMART passenger and the freight trains and related bike/pedestrian pathways may affect people differently. Brokers and agents do not have expertise in this area and Buyers are advised to satisfy themselves about this issue during their inspection contingency period. Brokers do not have expertise in this area.

4.7. GOVERNMENT MANDATED RESALE INSPECTIONS AND REPORTS: Several cities within Marin County require Sellers to obtain inspections prior to the resale of residential real property, and others do not. These resale inspections will often note compliance (or non-compliance) with specific City building codes and, in certain instances, list permits that were issued for repairs, remodels and additions to the Property. **If a Property is subject to a government mandated resale inspection, Buyers should review the relevant City's report prior to removing or waiving the Buyer's investigation/inspection contingency.** If a resale inspection is mandated, the Seller must obtain the resale inspection and deliver the resale inspection report to Buyers.

By way of example, The Town of Ross requires the Seller to perform the resale inspection and obtain the report prior to placing the property on the market for sale. Marin County currently does not require Seller to obtain a resale inspection for residential properties located in unincorporated portions of the County (although this may change), except for fire hardening and defensible space inspections, the necessity for which depends on the location of the property (see <https://gis.marinpublic.com/lookup/FireLookup/default.aspx>). Whether a property is in an unincorporated portion of Marin County can often be determined by reviewing a preliminary report on the

property from a title company, or by making an inquiry of a title company. However, even if a Seller is not required by law to perform a resale inspection, Buyers may still request that the Seller perform other inspections as part of a purchase negotiation. Buyers are hereby advised that a resale inspection can be obtained from the County with Seller's prior consent.

Buyers are advised to carefully review City-mandated resale inspection reports. If Buyers have any questions about the content of a City mandated resale report, Buyers are advised to contact the City. Buyers are further advised that County, City and Town inspectors, building department staff, and planning department staff may not always be correct in their opinions and conclusions, or may provide conflicting opinions, and Buyers are advised to consult with appropriate independent professionals and experts to confirm whether governmental staff opinions and conclusions are correct.

Because other governmental agencies in Marin County may enact such requirements in the future, Buyers and Sellers are advised to obtain the latest information regarding any such requirement (whether enacted or merely proposed) that currently affects or that might affect the Property in the future. This type of information may be obtained by contacting all of the County and/or City governmental agencies that may have jurisdiction over the Property, including, but not limited to, the Fire Department that is responsible for protecting the Property.

4.8. RIGHT TO FARM: Marin County Ordinance § 23.03.50 provides: "The County of Marin has established a policy to protect and encourage Agricultural Operations on Agricultural Land. If your real property is located near an Agricultural Operation on Agricultural Land, you may at some time be subject to inconvenience or discomfort arising from Agricultural Operations, including but not limited to, noise, odors, fumes, dust, the operation of machinery, the storage and disposal of manure, and the application of chemical fertilizers, soil amendments, herbicides and pesticides. If conducted in a manner consistent with proper and accepted standards, these inconveniences or discomforts are hereby deemed not to constitute a nuisance for purposes of the Marin County Code."

4.9. HAMILTON ARMY AIRFIELD HOUSING DEVELOPMENT - ENVIRONMENTAL ISSUES: Hamilton Army Airfield ("Hamilton"), in Novato, California, is a former military base that for decades has been undergoing a conversion to housing and commercial use. Prior to the initial conversion, a widespread environmental clean-up was conducted, and those clean-up activities continue at some sites in Hamilton to this date. For more information, contact the City of Novato at (415) 899-8900 and review the information on the City's website: <https://www.novato.org/our-town/hamilton-field/wetland-restoration-and-environmental-cleanup> . There is potential that additional residential and commercial development may be built at that site in the future which may also impact surrounding developments. A former garbage dump in Hamilton has been found to be emitting methane gas and in response the U.S. Army Corps of Engineers has built a system intended to alleviate any danger, such as explosion or pollution, from these emissions. More information can be found on the U.S. Army Corps websites: <https://www.usace.army.mil/missions/environmental/> and <https://fudsportal.usace.army.mil/> . According to information on its website as of the date of this Disclosures Advisory, the Department of the Navy continues to monitor the residual groundwater plume that resulted from fuel that leaked from underground storage tanks (USTs) at former gas station sites. Monitoring has continued following an initial period of active treatment. Recently, the Navy decided to perform a limited active treatment of the leading edge of the groundwater plume which has migrated near Landfill 26. For more information, contact the Navy at <https://www.bracpmo.navy.mil/Contact-Us/> . Buyers are urged to investigate these matters with local jurisdictions and professionals during Buyers' investigation/inspection contingency matters related to housing at Hamilton. Brokers do not have expertise in this area.

4.10. NORTH MARIN WATER DISTRICT: The North Marin Water District has enacted Water Conservation Regulations which require retrofitting of structures being sold or remodeled; these regulations are more restrictive than the state laws. Sellers of Property serviced by the North Marin Water District must Certify compliance at the time of changing ownership. For more information, call 415-897-4133 or go to www.nmwd.com . See also the above section entitled "CLIMATE ADVISORY; DROUGHT, WATER RESOURCES, AND USE RESTRICTIONS."

5. ATTORNEY AND ACCOUNTANT RECOMMENDATIONS

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

transaction. If a 1031 exchange is contemplated, also contact an exchange accommodator to discuss the proper method and timing of the exchange.

6. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER

- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the Property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- Broker has not verified square footage, size of structures, acreage or boundary lines of the Property; representations made by others; information received from public records, Seller or other third parties; information contained in inspection reports or in the Multiple Listing Service, or that has been copied therefrom; or statements in advertisements, flyers or other promotional material; or any other matters described in this Disclosures and Disclaimers Advisory; unless otherwise agreed in writing;
- Broker does not guarantee, and shall not be responsible for, the labor or services or products provided by others to or on behalf of Buyers or Seller and does not guarantee, and shall not be responsible for, the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyers should pay or Seller should accept;
- Broker is not qualified to give legal, tax, insurance or title advice; and
- Brokers lack professional expertise in the areas listed in this Advisory and do not verify the results of any inspections or guarantee the performance or reports of any inspection or other professional services.
- **Buyers and Sellers are advised to fully investigate the Property and the viability of their plans for its use, all aspects of its value and desirability, and to choose their own service providers to conduct investigations and advise them on these and all matters related to the sale and purchase of real property.**
- **In these and all other matters referred to in this Advisory, Buyers and Sellers are advised to seek any desired assistance from appropriately licensed, qualified professionals. Nothing Broker or any real estate licensee may say will change the terms or effect of this Advisory.**

7. ELECTRONIC SIGNATURES:

Buyers and Sellers may be asked to electronically sign transaction documents, including legally binding contracts. While convenient, electronic signature gathering software often makes it possible to jump directly from one signature line to the next, skipping over and making it easy to ignore the terms and conditions of contract or other documents Buyer and Seller are signing. Buyers and Sellers must take the time to carefully read and be sure they understand and agree to the terms of all documents in the transaction before signing, including when signing electronically.

THE UNDERSIGNED HEREBY ACKNOWLEDGE, BY SIGNING BELOW, THAT THEY HAVE READ, UNDERSTOOD, AND RECEIVED A COMPLETE COPY OF ALL 17 PAGES OF THIS MARIN COUNTY DISCLOSURES ADVISORY.

Dated: _____ Buyer _____

Dated: _____ Buyer _____

Dated: _____ Seller _____

Dated: _____ Seller _____