

Park Place Real Estate

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May 8, 2002

Supplemental disclosure on 5734 Country Club, Oakland

Aaron Watcher died in Summit Hospital Oakland in December 2001 after a 2-week stay in the hospital.

His successor trustee, Virginia Dorn, and her attorney and I will review offers after 2PM on Wednesday May 15. Please fax or deliver them to me. Response should be by 3 PM May 16.

The trustee does not seem overly concerned with short amounts of time. Reasonable periods for complete inspections and closing are anticipated. Accelerated schedules will not be afforded much value in her consideration.

The house is being offered, "as is". You may do pre-offer-inspections. If you get a written report I will expect a copy. Neither the plumbing systems nor the electrical systems appear to be consistent with current practices. I encourage your inspection of these systems, either before or after offers. The electric meter is outside beneath the location of the kitchen sink.

The neighbor at 5712 Country Club has informed me that he would like to repair his retaining wall which is very near the property line. I anticipate reaching agreement with him to have him install a new engineered wall on the property line. The investigation of his wall is by Geotechnia 3/29/02 is a part of the total disclosure package.

The large cypress tree in the front yard will, undoubtedly, need to be removed to accomplish the wall replacement.

I hope to have all the wall and tree negotiations completed by the time we enter into a contract to sell the property.

A handwritten signature in black ink, appearing to read "Henry Gannett".

Henry Gannett

Legally Required Disclosure Documentation



CALIFORNIA
ASSOCIATION
OF REALTORS®

**LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT
AND ADDENDUM FOR**

Pre-1978 Housing Sales, Leases, or Rentals

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

_____, dated _____, on property known as:
5734 Country Club Dr or 15 Bowling, Oakland, CA 94618 ("Property") in
which _____ is referred to as Buyer or
Tenant and Wachter Trust, Virginia Dorn, Trustee is referred to as Seller or
Landlord.

LEAD WARNING STATEMENT Every purchaser or tenant 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, paint chips and dust that may place young children at risk of developing lead poisoning. Lead can pose health hazards if not taken care of properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or landlord of any interest in pre-1978 residential real property, prior to the sale or rental, is required to: (a) Provide the buyer or tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller or landlord's possession; (b) Notify the buyer or tenant of any known lead-based paint hazards; and (c) Give the buyer or tenant a Federally approved pamphlet on lead poisoning prevention. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

NONE

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

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

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

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

Virginia A Dorn trustee 4-15-07
Seller or Landlord Date Seller or Landlord Date
Wachter Trust, Virginia Dorn,

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of _____ Pages.
Buyer's Initials (_____) (_____) Seller's Initials (VD) (_____) (_____)

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Date _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD-11 PAGE 1 OF 2)

Property Address: 5734 Country Club Dr or 15 Bowling, Oakland, CA 94618

Date: 4/17/02

2. LISTING AGENT'S ACKNOWLEDGMENT

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

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

Henry J. Gannett, dba Park Place RE
Agent (Broker representing Seller) Please Print

By [Signature] Associate-Licensee or Broker Signature
Date 4/17/02

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

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

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

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

Buyer or Tenant Date

Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Agent (Broker obtaining the Offer)

By _____ Associate-Licensee or Broker Signature
Date _____

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE 1102, ET SEQ) (C.A.R. Form TDS, Revised 10/01)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Oakland, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 5734 Country Club Dr or 15 Bowling, Oakland, CA 94618

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) April 10, 2002. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property.

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

Seller is not occupying the property.

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

- Range, Dishwasher, Washer/Dryer Hookups, Burglar Alarms, T.V. Antenna, Central Heating, Wall/Window Air Conditioning, Septic Tank, Patio/Decking, Sauna, Hot Tub, Locking Safety Cover*, Security Gate(s), Garage: Attached, Pool/Spa Heater: Gas, Water Heater: Gas, Water Supply: City, Gas Supply: Utility, Window Screens, Oven, Trash Compactor, Microwave, Garbage Disposal, Rain Gutters, Fire Alarm, Intercom, Evaporator Cooler(s), Public Sewer System, Water Softener, Gazebo, Pool, Child Resistant Barrier*, Automatic Garage Door Opener(s), Not Attached, Solar, Water Heater Anchored, Braced, or Strapped*, Well, Bottled, Window Security Bars, Quick Release Mechanism on Bedroom Windows*, Spa, Locking Safety Cover*, Number Remote Controls, Carport, Electric, Private Utility or Other

Exhaust Fan(s) in Kit, 220 Volt Wiring in kit, elec, Fireplace(s) in LR + Den, Gas Starter, Roof(s) Type: Comp, Age: 12 (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? No.

(*see footnote on page 2)

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Buyer and Seller acknowledge receipt of a copy of this page. Buyer's Initials, Seller's Initials

Reviewed by Broker or Designee, Date



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

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

(Describe: NO)

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

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

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

- 1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
- 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
- 3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
- 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
- 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. Yes No
- 6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
- 7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
- 8. Flooding, drainage or grading problems Yes No
- 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
- 10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
- 11. Neighborhood noise problems or other nuisances Yes No
- 12. CC&R's or other deed restrictions or obligations Yes No
- 13. Homeowners' Association which has any authority over the subject property Yes No
- 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
- 15. Any notices of abatement or citations against the property Yes No
- 16. Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): 6) Top soil added on south side for garden. 12) CC&R's of Record

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

Seller Virginia Dorn trustee
Wachter Trust, Virginia Dorn,

Date 4/15/02

Seller _____

Date _____

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Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____
Broker or Designee _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

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

Agent notes no items for disclosure.

Agent notes the following items: Vegetation in yard over grown. Cracks in patio & driveway. set pest, chimney & roof repair

Agent (Broker Representing Seller) Henry J. Gannett, dba Park Place RE By [Signature] Date 4/17/02
(Please Print) (Associate-License or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

Agent notes no items for disclosure.

Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate-License or Broker Signature)

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

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

Seller Wachter Trust, Virginia Dorn, Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Henry J. Gannett, dba Park Place RE By _____ Date _____
(Associate-License or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Associate-License or Broker Signature)

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

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

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TDS REVISED 10/01 (PAGE 3 OF 3)

Reviewed by _____ Date _____
Broker or Designee _____





CALIFORNIA
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**SMOKE DETECTOR STATEMENT
OF COMPLIANCE**

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

Property Address: 5734 Country Club Dr or 15 Bowling, Oakland, CA 94618

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

Seller *Virginia A. Dorn trustee* Wachter Trust, Virginia Dorn, Date 9/15/02
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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FORM SDS-11 REVISED 4/99



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WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring, or Strapping

As required by California Health and Safety Code §19211

Property Address: 5734 Country Club Dr or 15 Bowling, Oakland, CA 94618

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

Seller *Virginia Dorn* Wachter Trust, Virginia Dorn, Date 4/17/02
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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FORM WHS-11 REVISED 4/99

Residential Earthquake Hazards Report

(See the back of this form for applicable government codes.)

NAME <i>5734 County Club (15 Bowlings)</i>	ASSESSOR'S PARCEL NO.
STREET ADDRESS <i>Oakland 94608</i>	YEAR BUILT
CITY AND COUNTY	ZIP CODE

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17

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

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY

Virginia A. Moran, trustee (Seller) _____ *4/19/02* Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer) (Buyer) _____ Date

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

Keep your copy of this form for future reference