



NEW CONSTRUCTION PROPERTY DISCLOSURE STATEMENT

SELLER: _____ Lot: _____

BUYER: _____ Phase: _____

This Property Disclosure Statement ("Statement") is provided to Buyer in connection with the New Construction Residential Purchase Agreement and Joint Escrow Instructions entered into between Buyer and Seller dated _____ ("Agreement") for the purchase of the therein-referenced real property ("Property"), with reference to the Property and the project in which the Property is located ("Project").

1. **BOUNDARY LINES:** The grading of the Project may result in the boundary lines for the Property not being located at either the top or the bottom of any slopes. The Final Map and/or Condominium Plan determines the boundary lines for the Project, not by grading or topography. The perimeter and/or fences of the Property and the Project are located according to the grading of the slopes, and may not necessarily be located on the boundary lines. Buyer should consult with a registered civil engineer about any questions regarding boundaries.
2. **GRADING:** The Project was graded according to the drainage specifications established by the appropriate governmental agency and Seller will not be responsible for the drainage characteristics, subsurface moisture or erosion of the Project in the event of any changes to the grade, whether through the installation of landscaping or otherwise. Buyer is advised not to make any changes to the grade or the lot without the prior written consent of Seller or, if applicable, the Architectural Committee established for the Project, if any, and, if required, by the ordinances or regulations of any governmental agency. Buyer understands that failure to adequately landscape the Property may result in erosion and resulting changes in the drainage of the Project.
3. **SOILS CONDITION:** Soils and geotechnical conditions vary throughout California, and soil are often expansive or composed of large amounts of rock and may react in differing manners to various structural loads. Seller makes no representations or warranty as to the adequacy of the soils' condition for improvements other than those constructed by Seller. Buyer is advised to engage the services of a qualified contractor and geotechnical engineer for the installation of any improvements (including, without limitation, swimming pools and spas) to ensure appropriate design and construction methods, including proper drainage and stabilization measures. Due to differing geologic conditions, design methods vary from location to location.
4. **MOISTURE PERCOLATION:** Due to varying soil conditions on the Property and/or surrounding area, some planting areas on the Property may be resistant to moisture percolation. For example, irrigation water may collect beneath a tree rather than percolate into the ground and could cause the tree to become over-saturated or "waterlogged" and wither and die if adequate protection measures are not taken. Buyer is advised to employ the services of a professional when planning and installing Buyer's landscaping, irrigation and drainage system to properly address the soils condition of the Property and the surrounding area.
5. **DRAINAGE:** The Property has been designated to adequately accommodate anticipated drainage and water runoff. Area drains and/or swales may be located on the Property. If Buyer installs and/or changes landscaping, realigns or interferes with the existing grade or in any way interferes with such area drains and/or swales, Buyer may cause blockage in the existing drainage system and flooding, subsidence of supporting soil, or other damage to the Property and/or nearby properties. Buyer is advised to employ the services of a professional when installing and/or changing landscaping, realigning or interfering with the existing grade or interfering with such area drains or swales, and to take adequate precautions to ensure proper drainage.
6. **SWIMMING POOLS:** Some of the lots in the Project may be of natural cut soil. Some of these cut lots contain rock, which will make it difficult to excavate for an in-ground swimming pool. Seller makes no warranty or assurance with reference to the Property being able to accept such a pool. Buyer is advised to use an outside consultant if Buyer needs clarification with regard to the Property being able to accept a swimming pool.
7. **WATERBEDS:** The residence constructed on the Property has not been designed to support waterbeds or other personal property items of similar weight. Placement of such property above the ground floor level may exceed the design live load, which could cause serious safety hazards. Seller shall not be responsible for any damage or injury caused by such items.
8. **EASEMENTS AND OTHER MATTERS OF RECORD:** Buyer acknowledges that Buyer has reviewed the Final Map for the Project and will read and approve the preliminary (title) report for the Property prior to the Close of Escrow. Additional easements and other matters of record may also be included in the Project after the date of the Agreement which could affect the Property purchased by Buyer. Seller specifically refers Buyer to the preliminary (title) report prepared in connection with Buyer's purchase of the Property as to the existence and location of easements and other matters affecting the Property.
9. **UTILITIES:** Buyer is responsible for requesting installation of utility meters and for obtaining service for telephone, electricity, gas, water, cable television and garbage service, as applicable, prior to Close Of Escrow. As of Close Of Escrow, all utilities under Seller's name will be terminated.
10. **AREAS OUTSIDE OF PROJECT:** Seller makes no representation nor takes responsibility for any activity or condition that takes place or arises on any area outside of the Project.

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REVISION DATE 1/01

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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 _____

NEW CONSTRUCTION PROPERTY DISCLOSURE STATEMENT (NCDS-11 PAGE 1 OF 2)

Agent: **Patrick Hale**

Phone: **619.309.7883**

Fax: **619.401.4083**

Prepared using WINForms® software

Broker: **Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120**

Property Address: _____ Date: _____

- 11. **HAZARDOUS MATERIALS:** Seller makes no warranty as to the existence on, in, under, or about the Project, or on any adjoining property, of any hazardous or toxic substances or petroleum products (collectively, "Hazardous Materials"), except that Seller represents that it has no actual knowledge as of the Close of Escrow of the existence of any Hazardous Materials on, in or under the Project or any adjoining properties. Buyer acknowledges that Buyer is assuming the risk of the existence of such Hazardous Materials in, on or about the Project, except to the extent the same were placed on the Project by Seller or Seller had actual knowledge of the same as of the Close Of Escrow, and Buyer hereby waives any claim or cause of action against Seller arising out of the existence of any such unknown Hazardous Materials. Buyer is advised to engage qualified experts and inquire of governmental officials regarding all possible hazards.
- 12. **PLANS AND DIMENSIONS:** The blueprint drawings, sales brochures, plot plans, improvement plans, and other documents and information regarding the Property and the Project all contain dimensions that are approximate. They are not intended to be precise dimensions with regard to the subdivision and its improvements. Construction will occur in substantial conformance with the plans and specifications therefor, but dimensions will vary based on factors such as construction variances, method of measurement, architectural modifications, etc.
- 13. **CHANGES BY SELLER:** Seller may change its pricing, product, development plan and/or marketing methods for the Project or other phases of the Project, including, without limitation, the following that may adversely affect the value of the Project:
 - A. Seller may elect to sell other residences, lots or units in the current phase of the Project, or in future phases, under terms and conditions that are more favorable than those offered to Buyer;
 - B. Seller may elect to sell residences, lots, or units in bulk to another builder or by auction (with or without reserve) to members of the general public under terms and conditions that are more favorable than those offered to Buyer;
 - C. Seller may elect not to build residences on each lot in the current phase of future phases of the Project, or may elect to build different types or sizes of residences on smaller or larger lots, or may use different construction methods to build such residences; and
 - D. Seller may elect to build residences of the same type as the Property in the current or future phases, but to reduce the sales price for such residences, or to improve such residences with more or less expensive features and amenities.
- 14. **CONSTRUCTION AND SALES ACTIVITY:** If all of the residences and related development in the Project have not been completed, some inconvenience will be experienced due to increased noise and dust caused by construction and sales traffic and activities. Construction areas are for construction traffic and personnel only and are not open to the public.
- 15. **PERIMETER WALLS AND FENCES:** The location of any fences and walls to be installed in connection with the Property may vary from the exhibits and drawings. Seller may change or alter its plans for fences and walls and/or substitute materials used in connection with such fences and walls, without notice to Buyer, provided that such changes or substitutions are acceptable to any governmental agencies having jurisdiction over the Project.
- 16. **VARIATIONS IN COLOR - TILE, GROUT AND WOOD:** Certain tiles have a color variance from tile to tile and the consistency of color in tiles is not warranted by Seller. Colored tile grout may be used as a decorator feature on certain tile areas and the color shade may vary on a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature, including, but not limited to, sun, temperature, food or chemical reactions, may combine with the aging process to change the color of grout in varying degrees from time to time. In the event that repairs or replacement of tile grout are required in the future, it may be impossible to match the original color of the tile or tile grout. The use of colored grout may result in discoloration, flecking and/or cracked appearance of the ceramic tile in the areas where colored grout is used. Because marble, stone and some tiles are natural materials, the color of any such product installed as an option may vary from the model sample. Similarly, the finish color and the color of the wood of any natural wood cabinets installed may vary from the samples displayed in the models and the consistency in color of the wood cabinets installed in the Property is not warranted.
- 17. **BUILDING EXTERIORS:** Stucco, like concrete, is a cement-based product subject to hairline cracks due to, among other reasons, drying shrinkage, settlement, wood shrinkage, earthquakes and weather conditions. Buyer is advised that some cracking is customary at the corners of windows and doors. Buyer acknowledges that, if repairs are made to such cracks, a perfect match of colors is not possible.
- 18. **MISCELLANEOUS:** Seller has not made any written or oral statement, representation or warranty with respect to the Property or the Project that is not specifically set forth in the Agreement, including, but not limited to, any representations of the following:
 - A. That prices will increase or that the Property's value will appreciate. Seller reserves the right to increase or decrease prices for future sales within the Project at any time without notice.
 - B. The availability of any school or school facilities for the Project.
 - C. The existence of any "view" from the Property or that any existing "view" will not be obstructed in the future.
 - D. Traffic conditions in or near the Property.
 - E. Any future use of the Project or adjacent properties.

BUYER _____ Date _____

BUYER _____ Date _____

(Print Name)

(Print Name)

(Address)

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Reviewed by _____
Broker or Designee _____ Date _____

