



## "Selling Homes, Sharing Donuts."

The "Donut Guy" Realty Group Keller Williams, Jenewein Estates, Inc. 848 Foothill Blvd. La Canada Flintridge, CA 91011 818.253.4545 | justin@thedonutguyrealtygroup.com

# 2176 Calle Nardo Thousand Oaks

# **Pre-Market Inspections**

Dear Agent/Prospective Buyer,

We have completed some preliminary investigations on this property in order to better educate all parties on its condition. Attached please find our pre-market inspection reports. We encourage the buyer to still complete their due diligence to their satisfaction. Our goal with this package is to help you make an informed offer on the property. We hope to work with you soon!



#### RECEIPT FOR REPORTS No.

(C.A.R. Form RFR, Revised 12/21)

01

In accordance with t	he terms and conditions of the Purchase Agreement OR $\; \square$ Other $\; \_\_$	
	dated	, on property known
as	2176 Calle Nardo, Thousand Oaks, CA 91360	("Property"),
between		("Buyer")
and	Gregory Ehrlich, Trustee	("Seller").

- 1. ACKNOWLEDGEMENT OF RECEIPT: Buyer acknowledges receipt of the report(s), document(s), inspection report(s) disclosure(s), proposal(s), estimate(s), or invoices(s) ("Reports") checked below. Unless otherwise specified in paragraph 6, Buyer acknowledges being able to access any and all Reports delivered via a link.
- 2. REPORTS NOT VERIFIED BY BROKER OR SELLER: Broker and Seller have not verified the representations in such Reports and make no representation themselves regarding the adequacy and completeness of such Reports or the performance of the person conducting such inspections or preparing the Reports.
- 3. BUYER OWN INVESTIGATIONS: Any Reports not ordered by Buyer should not be considered as a substitute for Buyer obtaining their own inspections and Reports covering the same items and any other matter affecting the value and desirability of the Property.
- 4. LIST OF REPORTS ORDERED BY BUYER OR SELLER FOR THIS TRANSACTION:

Re	port	, Document or Disclosure D	<u>elivered via Link</u>	<u>Prepared By</u>	<u>Dated</u>
A.	X	Wood Destroying Pest Inspection		Tri Pacific Termite	09/04/2024
В.	X	Home Inspection Report		Lantos Home Inspection	09/04/2024
C.	X	Title: Preliminary Report		Chicago Title	09/03/2024
D.	X	Roof Inspection		Chimney Check	09/05/2024
E.	X	Sewer Lateral Report		LASI	09/04/2024
F.	X	Natural Hazard Disclosure Report		Disclosure Source	09/16/2024
G.		Domestic Well Test			
Н.		Septic/Private Sewage Inspection			
I.		HVAC Inspection			
J.		Government Inspection or Report			
K.		Statutory Condominium/Planned Developm	nent		
		Disclosures (Civil Code § 4525)			
L.		Contractual Condominium/Planned Develo	pment		
		Disclosures			
M.		Lease Documents			
N.		Tenant Estoppel Certificates			
0.					
P.					
Q.					
R.					

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RFR REVISED 12/21 (PAGE 1 OF 2)

<b>5</b> .	previous transactions, and unless otherwing further knowledge regarding such Reports of the Property.	se disclosed or noted,	Seller has not verified the i	nformation and has no
	Report, Document or Disclosure From Previous Transactions	Delivered via Link	Prepared By	<u>Dated</u>
	A.			
6.	REPORTS DELIVERED VIA LINK: For to open the link, is unable to download the than via a link.  A. All Reports Delivered via link.  B. C.	e documents in the link,	or prefers to receive the do	
7.	ADDITIONAL INVESTIGATION RECOMI additional investigations, you should con necessary. If you do not do so, you are act	itact qualified experts t	o determine if such addition	
8.	REPORTS PREPARED FOR PERSONS (Report that has not been ordered by Buyer against the preparer of the report for any of the preparer of any Report to determine if preparer of the preparer of t	r (whether prepared by o errors, inaccuracies or n	r for Seller or others), Buyer nissing information. Buyer is	may have no recourse
Bu	/er		Date	
Bu	yer		Date	

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525 South Virgil Avenue, Los Angeles, California 90020



# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO.	STREET, CITY, STATE, ZIP				
2176	TO A COLUMN TO A C	ND 0375 03 04040		Date of Inspection	No. of Pages
21/0	CALLE NARDO, THOUS	AND OAKS CA 91360		9/4/2024	5
1P1 IIC. PR1266	P.O. Box 365,		.046 -9302		
Firm Registration	NAME AND ADDRESS OF THE PARTY O	Report No. 22357		- December 1 1 22	
Ordered By: GREGORY EHR 2176 CALLE NAI THOUSAND OAK	LICH	Property Owner/Party of Interest GREGORY EHRLICH 2176 CALLE NARDO THOUSAND OAKS, CA 91360 GREGORYEHRLICH@ICLOUD.COM 818-439-1382	R G 2 T T G	Escrow No. Report Sent To: BREGORY EHRLICH 176 CALLE NARDO HOUSAND OAKS, CA 9136 BREGORYEHRLICH@ICLOI 18-439-1382	SO UD.COM
OMPLETE REPOR	RT X LIMITED REPORT	SUPPLEMENTAL REP	ORT 🗌	PEINSPECTION BEDORT	7
General Description		— GOLLEWENTAE KEP	Inspection Tag Pos	REINSPECTION REPORT [ ted:	
IND BRICK/ ATT	INGLE FAMILY RESIDENCE/ VA FACHED GARAGE AND DETACHE	ACANT/ STUCCO. WOOD SIDING ED ADU W/GARAGE	ATTIC		
			Other Tags Posted:		
		own on the diagram in accordance with			
1/	ADU //				
	SA GARAGE PATIO 8	В			
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	8A GARAGE SA SB	IC	HOUSE	nc	

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control board at (916) 561-8708, or (800) 737-8188 or www.pestboard.ca.gov.

2176

CALLE NARDO, THOUSAND OAKS CA 91360

9/4/2024

22357

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO

#### NOTE

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to inaccessible and/or insulated attics or portions thereof, attics with less that 18" clear crawl space, the interior of hollow walls, spaces between a floor or porch deck and the ceiling below, areas where there is no access without defacing or tearing out lumber, masonry or finished work, areas behind stoves, refrigerators or beneath floor coverings, furnishings, areas where encumbrances and storage conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, areas beneath wood floors over concrete, and areas concealed by heavy vegetation. Areas or timbres around eaves were visually inspected from the ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways unless otherwise requested and referred to herein. We assume no responsibility for work done by anyone else, for damage to structure, or contents during our inspection or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant. Notice: Reports on this structure prepared by various companies should list the same findings (i.e., termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

Notice to owner: Under the California Mechanics Lien Law any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". General contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lein against your property if they are not paid.

This is a separated report which is defined as: Section 1 and Section 2 evident on the date of the inspection.

**SECTION 1:** Contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestation or infection found on the date of inspection.

**SECTION 2:** Contains items where a condition was deemed likely to lead to infestation or infection, but where no visible evidence of such was found on the date of inspection.

**FURTHER INSPECTION a special note to all parties regarding this property:** Further inspection items are defined as recommendations to inspect areas which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section 1 or Section 2.

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CALLE NARDO, THOUSAND OAKS CA 91360

9/4/2024

22357

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

Substructure Areas:

CONCRETE SLAB

Stall Shower:

SHOWER TESTED - NO LEAKS

FIBERGLASS SHOWER PAN - NOT TESTED

Foundations:

CONCRETE - ABOVE GRADE

Porches - Steps:

CONCRETE - APPEARED SEALED

Ventilation:

SLAB - NOT APPLICABLE

Abutments:

NONE

Attic Spaces:

LIMITED - INSULATION

ITEM 7A

FINDING: EVIDENCE OF DRYWOOD TERMITES NOTED IN THE ATTIC AS INDICATED ON THE DIAGRAM.

**RECOMMENDATION**: IN ORDER TO ELIMINATE ALL KNOWN AND UNKNOWN SOURCES OF INFESTATION, IT WILL BE NECESSARY TO FUMIGATE THE ENTIRE STRUCTURE. REMOVE AND/OR MASK OVER ALL VISIBLE AND ACCESSIBLE EVIDENCE.

\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*

Garages:

ITEM 8A

FINDING: EVIDENCE OF DRYWOOD TERMITES NOTED IN THE GARAGE AND ADU AS INDICATED ON THE DIAGRAM.

**RECOMMENDATION**: IN ORDER TO ELIMINATE ALL KNOWN AND UNKNOWN SOURCES OF INFESTATION, IT WILL BE NECESSARY TO FUMIGATE THE ENTIRE STRUCTURE. REMOVE AND/OR MASK OVER ALL VISIBLE AND ACCESSIBLE EVIDENCE.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

ITEM 8B

FINDING: DRY ROT NOTED AT GARAGE FASCIA AS INDICATED ON DIAGRAM.

**RECOMMENDATION**: REMOVE AND REPLACE ALL DAMAGED TIMBER AS NECESSARY.

\*\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*\*

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9/4/2024

22357

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

#### Other - Interiors:

ITEM 10A FINDING: EVIDENCE OF DRYWOOD TERMITE INFESTATION ON INTERIOR WOOD MEMBERS, AS INDICATED ON DIAGRAM.

**RECOMMENDATION**: IN ORDER TO ELIMINATE ALL KNOWN AND UNKNOWN SOURCES OF INFESTATION, IT WILL BE NECESSARY TO FUMIGATE THE ENTIRE STRUCTURE. REMOVE AND/OR MASK OVER ALL VISIBLE AND ACCESSIBLE EVIDENCE.

\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*

FINDING: DRYWOOD TERMITE DAMAGE NOTED AT INTERIOR MOLDING AS INDICATED ON DIAGRAM.

**RECOMMENDATION:** REPAIR, REPLACE OR REINFORCE DAMAGED TIMBER AS NECESSARY AND COVER EVIDENCE.

\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*

#### Other - Exteriors:

FINDING: EVIDENCE OF DRYWOOD TERMITE INFESTATION ON EXTERIOR WOOD MEMBERS, AS INDICATED ON DIAGRAM.

**RECOMMENDATION:** IN ORDER TO ELIMINATE ALL KNOWN AND UNKNOWN SOURCES OF INFESTATION, IT WILL BE NECESSARY TO FUMIGATE THE ENTIRE STRUCTURE. REMOVE AND/OR MASK OVER ALL VISIBLE AND ACCESSIBLE EVIDENCE.

\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*

FINDING: DRYWOOD TERMITE DAMAGE NOTED AT EXTERIOR SIDING AS INDICATED ON DIAGRAM.

**RECOMMENDATION**: REPAIR, REPLACE OR REINFORCE DAMAGED TIMBER AS NECESSARY AND COVER EVIDENCE.

\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*

ITEM 11C FINDING: DRY ROT NOTED AT EXTERIOR FASCIA AS INDICATED ON DIAGRAM.

**RECOMMENDATION**: REPAIR AND REPLACE DAMAGED TIMBER AS NECESSARY.

\*\*\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*\*\*

# PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

		2176 CALLE NARDO		CALLE NARDO, THOUSAND OAKS CA 91360	9/4/2024 22357	7
		BUILD	ING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE REPORT	NO.
SECT	ION	<b>N</b> 1		SECTION 2	FURTHER INSPECTIO	N
7A		SEE	11A			
8A		SEE	11A			
8B	\$		495.00			
10A		SEE	11A			
10B	\$		325.00			
11A	\$		4000.00			
11B	\$		875.00			
11C	\$		695.00			
Propo	ose	d Cos	t Section 1:	\$6,390.00 Proposed Cost Section 2: \$0.00	Proposed Cost Fur. Insp:	\$0.00



PO Box 9413 Glendale, CA 91226

(818)531-3138

www.LAsewerinspectors.com

**Inspector: Anthony Bylsma** 

Date: September 4, 2024

## SEWER LINE INSPECTION REPORT

Client Name: Gregory Ehrlich

**Property Address**: 2176 Calle Nardo Thousand Oaks, CA 91360

Sewer Line Access: 4 inch cleanout in driveway 2 1/2 inch roof vent on ADU

\*This video is not public and will not show up on internet search results. The provided link is required to view this video.

Sewer Line Video Link(s): Views from driveway cleanout <a href="https://youtu.be/LNaMzXQNDQE">https://youtu.be/ZB2Ge</a> SfXiM

Views from ADU roof vent https://voutu.be/WPkpozeaOU8 https://voutu.be/EX7A pHcdvA

Disclaimer:

Please see our terms of service at the end of this report document for a description of what our inspection covers and for our limited liability statement. If you do not agree with these terms please contact us for a full refund. Thank you.

## **Repair Recommendations:**

Needs attention - Portions of this system are made of a fiber-cement pipe. The pipe under the street is fibercement. This pipe is beginning to show signs of wear. This is a fairly uncommon material and it is recommended to keep an eye on it with review inspection to determine how it performs over time.

RE: the line from ADU to the main line. Access should be established into this system. While the entire section appears to be a plastic line and is in serviceable condition, a portion of the sewer line couldn't be seen with the camera from the vent on the ADU roof. The photo below shows an approximate location to install. Your contractor would decide the exact location.

Sections of the ADU line were not seen today due to lack of a proper cleanout for the ADU. Once the recommendation for cleanout installation is done, a review inspection should reveal the condition of the remainder of the ADU line.

Maintenance recommendations: The sewer line should be reviewed with a video inspection every few years in order to spot changes as they occur in the system. It is advised to have the line inspected after any major earthquake.

**Costing:** The access installation recommended for this property might cost around \$2,500.

# Photographic path of sewer line:



2176 Calle Nardo



Cleanout in driveway



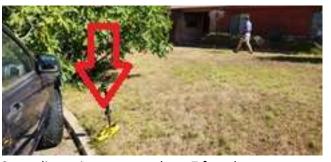
Location of driveway cleanout



Line transitions from plastic to clay about 3 ½ feet deep



Line drops deeper and turns toward street



Sewer line exits property about 7 feet deep



Connection to city sewer line about 10 feet deep



2 inch roof vent used for inspection from ADU



Furthest point reached from ADU roof vent. Good spot for cleanout installation. About 4 feet deep

Important note: All locations above are provided based on our best attempts at isolating the path of the main sewer line and its important transitions. Locations and depth estimates are not always accurate. Your contractor is ultimately responsible for verifying or accepting these locations before excavating any portion of the system.

# **General findings:**

The main of our inspection today is the Main Sewer Line. This is the portion of the system which is exterior to the house. This pipe travels from just outside of the house to the connection to the city sewer line. Our inspection covers the portion of this pipe which is visible to the inspection camera during the course of our inspection.

Important note: Most sewer lines will have side connections coming into the pipe which we will pass on our way through the pipe with the camera. The camera does not turn down these side lines unless directly guided by the pipe. These side connections may be sinks or toilets, second sewer lines from another side of the house, ADU lines or even sometimes neighbor's sewer lines connecting to the main line. Commonly these side lines are discontinued and terminated in the ground. No comment can be made about any section of pipe which we cannot directly see with the camera

# Overview of access and availability for maintenance:

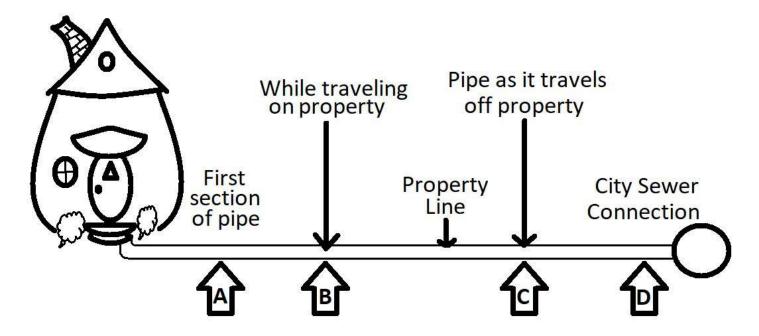
Access into the sewer system is very important. A good access will allow for roots to be removed from the system or other maintenance to be done along with allowing inspection of the main sewer line. When we get into the system through a small access point or when there is excessive distance or too many turns, the line will require additional access to be installed in order to allow for proper maintenance or sometimes even to complete the inspection out to the city sewer line.

Blue = Functioning well.		Yellow = Not ideal but functioning.		Red = Repair is recommended.	
	Access is sufficient		Access could be improved but might work for maintenance	Х	Additional access is needed for regular maintenance (ADU)
	Inspection successful from existing access		A review inspection may be able to see pipe more clearly	Х	Portions of pipe require review inspection (ADU)

NOTE: Access from the ADU isn't sufficient. We were able to inspect about \_ feet pf the line, but were stopped about 20 feet short of the connection to the main line by too many turns in the pipe.

# Materials included in the main sewer line:

The main sewer line often transitions to different materials as it travels out to the city sewer connection. Any of these materials seen today are listed below.



## Pipe materials:

A: Plastic in both the main line and the line from the ADU

B: plastic to clay Fiber-cement at property line.

C: Fiber-cement

D: Fiber-cement

# Plastic section of pipe findings: Also see the Important general information about sewer lines section

Х	Functioning well		Not perfect but is functioning	Requires repair
			Some pooled water; imperfect	Slope is unacceptably poor and
	Slope is acceptable	Χ	slope; still functioning well	requires repair
			Minor roots intrude through	Roots intruding through poorly
Х	No heavy roots in line.		isolated joints; still functioning	installed joints; repair
			Some dents without affecting	Pipe kinked, cracked or broken
Х	No significant damage noted		function	and requires repair

# Clay section of pipe findings: Also see the Important general information about sewer lines section

			Moderate cracking; slightly	Heavy cracking allows for
Х	Some cracking. Average for clay		below average condition	sewage to leak from system
	Some misalignments in joints.		Moderate misalignment in	Heavy shifts in pipe obstruct
	Average condition for clay.		joints; slightly below average	maintenance/allow leaking
			Minor roots should be cleared	Heavy roots should be cleared
Х	Few or no roots in clay pipe		in a year	now.
	Slope is adequate	Х	Some pooling water in line	Slope is unacceptably poor
			Clay is functioning at a slightly	Clay requires repair. Line is in
Х	Clay is functioning well.		below average level.	unacceptable condition.
	Clay was clearly visible to		Review video might show this	Review inspection required to
	camera	Χ	pipe more clearly.	know condition of clay pipe.

NOTE: About 7 feet of the pipe has pooled water right at the junction from clay to concrete near the street.

# Fiber-cement section of pipe findings: Also see the Important general information about sewer lines section

Appears to be functioning	Х	Requires close review every few years.	Pipe is failing and requires repair
Pipe is in fair condition	Х	Moderate erosion; monitor closely	Heavily eroded; repair is required
Few or no roots observed; avoid any unnecessary cleaning	Х	Mild or moderate roots; clean sparingly and carefully, only with qualified contractor fully prepared for this material	Heavy roots in line; repair is recommended over cleaning
Cleaning not recommended	X	Cleaning may damage pipe	Cleaning can be attempted only by qualified contractor fully prepared for this material

# **Additional findings:**

IMPORTANT: Please see the Important general information about sewer lines section at the bottom of this report for information about the pipe found in this sewer system. Some of that information will address what actions are essential for the system to function well or even which actions might damage the pipe.

Note – This report does not represent a guarantee for the sewer line but is an opinion about its condition.

# Drain pipe under the structure:

While the pipe under the building is outside of the scope of this inspection, we sometimes are able to view portions of that pipe. This section of the system is known as the "building drainage system". The selections below describe any pipe viewed under the structure today.

Not viewed today	Has some cast iron pipe	Χ	Has some plastic pipe
Consisted of some clay pipe	Had few to no roots visible		Has moderate to heavy roots
Was clogged visibly	Some wear and tear		Worn out & ready to replace

NOTE: The pipe under the ADU was the only pipe under a structure inspected.

Important note – Pipe under a building can sometimes leak without any obvious indication of this on the video inspection, it is perhaps this point above all others which is why we do not focus on the pipe under the building. While we can tell you some information about this pipe it is advised to consult your general home inspection report to see if they spotted any leaking under the building as well.

# Important general information about sewer lines:

Each material used in sewer lines is different and there are some important things to know about the materials in your sewer. Below you can find important general information regarding the types of sewer pipes which are addressed in this report.

## General data about cast iron pipe:

Cast iron pipe was originally a very reliable option for sewer lines. It is a strong pipe however it does rust over time. Cast iron has an expected service period of between 50 and 80 years before it will usually begin leaking. Cast iron pipe can clog at any time in its service period, even long before it requires replacement. The inside of this type of pipe is very rough and can catch and hold onto paper towels or wet wipes. Anything which does not disintegrate easily can catch inside a cast iron pipe and eventually cause a temporary clog. This is not a true failure of the material but caused by using the pipe in a way it was not intended. When cast iron pipe is under a structure it can sometimes begin to leak without giving an obvious indication of this to a video inspection. This is perhaps the main reason why our inspection focuses on pipe exterior to the structure.

### **General data about clay pipe:**

Clay pipe is the most common material we see in use in main sewer lines. This pipe material has been around for thousands of years. The best benefit of a clay pipe is that it does not rust or erode over time. This allows it to have a longer potential service period than any other pipe material. However clay is not flexible and earthquakes or heavy root intrusions can break a clay system if the stress placed on the pipe is greater than its ability to resist.

In most clay sewer lines we see defects of some kind. Often this will consist of some cracking, root intrusion, poorly sloped section or misaligned/offset pipe. We hope to help determine how well the pipe is functioning in order to determine if a repair is recommended. If the clay pipe doesn't look close to backing up and isn't allowing sewage to flow out of the system into the surrounding soil it is considered functional for the purposes of this report. About one out of a thousand clay sewer lines we inspect will be perfect. Perfection is not the standard for determining if a repair is recommended for sewer lines.

#### General data about plastic pipe:

Plastic is an excellent material for sewer line applications. It does not rust and it is flexible. The joints of the pipe do not allow for root intrusion when it is properly installed. This provides a trouble free use from plastic for a very long expected service period. This material might last more than a hundred years before wearing out.

There are different types and chemical compounds for plastic sewer lines. While each of these has its own characteristics, all plastic pipes rated for use in sewer systems tends to be very good as far as material quality is concerned.

## General data about fiberglass liners:

Fiber glass lining systems are a relatively new way to repair an aging sewer system. These are known as a trenchless repair as they require less digging to install. A liner can be installed into a damaged pipe only so long as the pipe is not collapsed.

The liner is installed down into the existing damaged line. Once the liner hardens in place it forms a new pipe inside of the previous material.

Liners can be great upgrades or repairs for a sewer system. If installed correctly they often prevent heavy root intrusion, stop leaks and reinforce the structure of the existing pipe.

Liners must not be installed so that they obstruct the city sewer line. If they are pushed too far into the main sewer line they will enter deeply into the city sewer which is a significant issue requiring repair. For this reason code requires that liners not approach closer than 4" to the city sewer pipe.

### General data about concrete pipe:

Concrete was a material used broadly in urban areas of Los Angeles. The advantage of concrete was that it allowed for steel reinforcement to be placed within the pipe. Concrete pipe erodes when used as a sewer pipe. The cement begins to break down leaving loose and exposed rock in the place of solid structure. Essentially it begins to lose its ability to hold together and crumbles when it has eroded too much. While this takes time to fail, it is often best to repair the concrete pipe before it reaches its worst stages of deterioration as it can save considerably on the cost of the repair to do it before any section of the pipe is collapsed.

In January of 2007 concrete was eliminated from the permissible materials for new sewer installations in Los Angeles. Sewer water erodes the cement out of the concrete. The City can at times require a city inspection of the main sewer line before granting certain building permits. Examples of this might be adding a guest house to the property or a adding a new bathroom to a garage. The city inspector may require concrete to be replaced if this should occur.

### **General data about Tar paper (Orangeburg) pipe:**

Orangeburg pipe is a type of tar paper rolled many layers thick to create a tube. The pipe has an average life expectancy of 30 to 40 years. As it gets older water softens the pipe walls and roots begin to penetrate the pipe. It will also begin to collapse in on itself with the pressure exerted on it by roots or earth. Unfortunately cleanings designed to remove roots from the pipe can damage the soft paper walls of the pipe. Orangeburg which allows for root intrusion or which is deformed should be replaced.

### General data about fiber-cement pipe:

Fiber-cement is a type of pipe which is made out of a cement based material which uses fibers for much of its strength. Sometimes these fibers are made out of asbestos. Fiber-cement pipe is not used for new construction. It is difficult to estimate how long a fiber-cement sewer line will continue to work. The material is relatively new compared to pipes which have been used for hundreds or thousands of years. What can be

said is that very few fiber-cement pipes have been seen to be failing compared to those which are still functioning well. With this material two things are important. First you will want to do review inspections at least once every few years to check on its condition and second you should avoid any unnecessary cleaning of the fiber-cement pipe. It will do better left alone unless it really needs a cleaning and then only on the advice of a qualified contractor.

## Terms of service and limit of liability:

In the interest of making contracts and service terms more understandable we include the first two important notes on our Terms of Service.

**Important**: Our Company does not guaranty or warranty sewer lines. We inspect the sewer line to the best of our ability given the condition and construction of the pipe and the access used for the inspection. No statement in this report represents any promise for the continued service of the sewer system. Conditions can change and important defects in a sewer system can sometimes be missed during inspection. Our inspectors do the best they can and are very good at what they do, but errors sometimes cannot be avoided. If you are unsatisfied with these terms before or after an inspection you can contact us for a full refund. Our liability is limited to the fee paid for the inspection.

**Important**: For many sewer lines removing roots as they grow into the pipe is essential to the continued function of the line as well as essential to preventing the roots from getting so thick that they cause damage. Hydrojet is not completely without risk. Rarely the sewer pipe will be in weakened condition to the degree that it will worsen noticeably through the action of cleaning the roots out of the line. This is not common but can happen. Out of two hundred hydrojet cleanings damage might occur one time or less with our company. Since the pipe was already in weakened condition, root intruded and perhaps lacking sufficient soil exterior to the pipe to property support it, this type of damage can not be considered the fault of the cleaning tool or the technician. Existing damage is not obvious on an original inspection however it may be present. It is possible a rock is pressing on the exterior of the pipe and contributes to damage when the pipe is jostled. Since it can be difficult to prove fault or innocence in such an instance of new damage or worsened condition of the sewer line, for the purposes of our work it will be considered that the fault does not lay on the technician who performed the hydrojetting.

This can be compared to a lifesaving medical procedure which has a better than 99% chance of success. Root removal is not completely without risk however it is essential to preventing worsening conditions in many sewer lines. Our liability for hydrojet cleaning is limited to the cost of the service.

# Sewer Line Inspection & Hydrojetting Terms of Service

- 1. For the purposes of this document the term INSPECTOR shall refer to LA Sewer Inspectors LLC or its technician on site. The term CLIENT shall refer to the person/s that is listed as client at the top of this report. No other person outside of CLIENT is acknowledged as having a contract with INSPECTOR, real or implied.
- 2. The use of our services is done under the Terms of Service detailed here. Use of the written sewer report, hydrojetting service or verbal or videoed inspection properties constitutes agreement with these Terms of Service. If these Terms of Service are not satisfactory CLIENT

is required to inform INSPECTOR within 30 business days or before any close of escrow, whichever is sooner for a full refund of the service fee. After that point if CLIENT is unsatisfied with the quality of the report then please contact INSPECTOR about requesting a refund of the fee. Receipt of refund of the service fee shall complete any obligation from INSPECTOR to CLIENT whether original or incurred. No additional liability shall be incumbent on INSPECTOR beyond the return of the inspection fee.

- 3. INSPECTOR agrees to attempt a hydrojet cleaning and/or camera inspection of the home/building(s) main sewer line and if successful to provide CLIENT with a video and written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained for report. The report is only supplementary to a seller's disclosure. CLIENT understands that the inspection covers only the portions of the Main Sewer Line which were examined by video camera on the date of this work. Main Sewer Line is defined for this document as the waste drainage pipe exterior to the structure which extends between the structure and the connection to the city owned sewer line. CLIENT understands that improperly designed or maintained sewer systems may inhibit complete inspection necessitating maintenance, repair or additional access before a review inspection can be performed successfully.
- 4. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR's inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability or suitability of the home/building main sewer line. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
- 5. INSPECTOR assumes no liability for the cost of repair or replacement of unreported or reported defects, damages or deficiencies either current or arising in the future related to the inspection or hydrojetting of pipe on property. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection, the report or the hydrojet shall be limited to liquidated damages in an amount equal to the cost of the inspection or hydrojetting contracted with INSPECTOR for this property on the date of this report, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The

parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection/hydrojet at the current fee without charging more.

- 6. INSPECTOR does not perform engineering, architectural, Sewer Replacement Contracting, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.
- 7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. CLIENT agrees to hold INSPECTOR harmless for any and all claims relating to conditions that are altered or repaired prior to INSPETOR receiving written notice or the ability to verify conditions via access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
- 9. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
- 10. If any court declares any provision of these Terms of Service invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
- 11. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

- 12. If CLIENT requests a re-inspection or later service, the re-inspection or later service shall also be subject to all the terms and conditions set forth in this agreement.
- 13. This Agreement is not transferable or assignable.
- 14. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.



# **Prelim Title Report**

Title Officer: Chris Otten Email: TeamOtten@ctt.com Phone No.: 818-550-2025 Fax No.: 818-484-2107 Escrow Officer: Rosemary Sands Email: Rosemary@ftescrow.com Escrow No.: CTC CA License 2993-4

Fax No.: 818-484-2107 Title No.: 112413628- CO

Property Address: 2176 Calle Nardo, Thousand Oaks, CA

# **Introducing**





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## PRELIMINARY REPORT

Order No.: 112413628- CO Property: 2176 Calle Nardo

Thousand Oaks, CA 91360-4934

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

**Chicago Title Insurance Company** 

Countersigned By:

Authorized Officer or Agent Steve Perry By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 500 N. Brand Blvd, Suite 200, Glendale, CA 91203

### FOR SETTLEMENT INQUIRIES, CONTACT:

First Trust Escrow
111 N. First Street, Suite 300E • Burbank, CA 91502
• FAX

### PRELIMINARY REPORT

Title Officer: Chris OttenEscrow Officer: Rosemary SandsEmail: TeamOtten@ctt.comEmail: Rosemary@ftescrow.com

 Phone No.:
 818-550-2025

 Fax No.:
 818-484-2107

 Title No.:
 112413628- CO

Escrow No.:

PROPERTY ADDRESS(ES): 2176 Calle Nardo, Thousand Oaks, CA

## EFFECTIVE DATE: September 6, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Extended Loan Policy 2021

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A FEE

CTC CA License 2993-4

2. Title to said estate or interest at the date hereof is vested in:

## Pamela J. Cunningham, a widow

**3.** The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## **EXHIBIT "A"**

## Legal Description

For <u>APN/Parcel ID(s)</u>: <u>675-0-342-135</u>

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 56 OF TRACT 1047, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 25, PAGES 60 AND 61 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT RIGHTS OF ENTRY TO THE SURFACE AND TO A DEPTH OF 500 FEET FROM THE SURFACE, BUT INCLUDING ALL OTHER RIGHTS AND EASEMENTS BELOW 500 FEET FROM THE SURFACE, NECESSARY FOR EXPLORATION, EXTRACTING, DEVELOPING OR CAPTURING SAID OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS WITHIN SAID LAND OR BEYOND THE LIMITS THEREOF BY DRILLING ON ADJACENT LANDS OR CONDUCTING SUBSURFACE OR SLANT WELL DRILLINGS AT A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND.

# AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
- **2.** Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

 Tax Identification No.:
 675-0-342-135

 Fiscal Year:
 2023-2024

 1st Installment:
 \$1,439.47

 2nd Installment:
 \$1,439.47

 Exemption:
 \$0.00

 Code Area:
 08-043

- 3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- **4.** Water rights, claims or title to water, whether or not disclosed by the public records.
- **5.** Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said <a href="mailto:tract/plat">tract/plat</a>;

Purpose: Public utilities

Affects: The Northerly 6 feet and Easterly 5 feet said land

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 27, 1958

Recording No: Book 1667, Page 12, of Official Records

Said <u>covenants</u>, <u>conditions</u> and <u>restrictions</u> provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public utility easement Recording Date: October 27, 1958

Recording No.: Book 1667, Page 12, of Official Records

Affects: The Northerly 6 feet and Easterly 5 feet said land

#### **EXCEPTIONS**

(continued)

**8.** Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation

Purpose: Public utility and incidental purposes

Recording Date: November 21, 1958

Recording No.: Book 1675, Page 187, of Official Records

Affects: The Northerly 6 feet and Easterly 5 feet said land

**9.** Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The General Telephone Company of California, a

Corporation

Purpose: Public utility and incidental purposes

Recording Date: December 1, 1958

Recording No.: 51917, Book 1677, Page 487, of Official Records
The Northerly 6 feet and Easterly 5 feet said land

**10.** A deed of trust to secure an indebtedness in the amount shown below.

Amount: \$180,000.00 Dated: June 10, 2019

Trustor/Grantor: Pamela J. Cunningham, a widow

Trustee: Equity Title Company

Beneficiary: Mortgage Electronic Registration Systems, Inc.

(MERS), solely as nominee for NMSI Inc., a

California Corporation

Loan No.: 000019290501 Recording Date: June 19, 2019

Recording No.: 2019-68376, of Official Records

NOTE: This loan appears to be registered with Mortgage Electronic Registration Systems, Inc., (MERS). The name, address and telephone number for loan servicing should be obtained from the MERS website: www.mers-servicerid.org or by calling, 1-888-679-MERS (1-888-679-6377), and referring to the Mortgage Identification Number (MIN) 1011699-0019290501-0.

An assignment of the beneficial interest under said deed of trust which names:

Assignee: CitiMortgage, Inc.
Loan No.: None shown
Recording Date: June 12, 2024

Recording No: 2024-36213, of Official Records

#### **EXCEPTIONS**

(continued)

11. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

12. Plotted Easements

**END OF EXCEPTIONS** 

#### **NOTES**

- **Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 4. NOTE: When this title order closes and if the Company is handling the loan proceeds through a sub-escrow, all title charges and expenses normally billed will be deducted from those loan proceeds. Title charges and expenses would include Title Premiums, any Tax or Bond advances, Documentary Transfer Tax, Recording Fees, etc.
- **Note** 5. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
- Note 6. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 2176 Calle Nardo, Thousand Oaks, California, to an Extended Coverage Loan Policy.
- Note 7. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- **Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

## **NOTES**

(continued)

- Note 9. A Preliminary Change of Ownership form is required upon a change in ownership of the Land. Section 480 of the Revenue and Taxation Code of the State of California requires that a grantee of real property complete a Preliminary Change of Ownership statement, which is to be filed at the time that a grant deed is recorded. In the event that the statement is not completed and presented at the time of the recording of the deed, the County Recorder will assess the grantee an additional charge to record the deed. In addition to the additional charge at the time of recording, the County Assessor may assess additional fees and penalties for failure to file the Ownership Statement within the required time.
- Note 10. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- **Note 11.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

**END OF NOTES** 



## **WIRE FRAUD ALERT**

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols.
   Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complaint Center: <a href="http://www.ic3.gov">http://www.ic3.gov</a>

# FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at <u>Prospective California Employees</u>.

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

### **Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data:
- Unique biometric data used to authenticate a specific individual such as a fingerprint, retina, or iris image;
- Professional or employment information;
- Education Information.

### This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

#### This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;

- To comply with legal obligations;
- To detect and protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

#### Disclosures of Personal Information for a business purpose:

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as data analytics providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

#### **Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

#### **Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

#### **Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

### **Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

#### Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing,

or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

## Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

#### **Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

## Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

#### **Privacy Requests:**

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit <u>California Privacy Request</u>, call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

#### FNF website services for mortgage loans:

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### **California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on July 1, 2024.

#### Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit <u>California Privacy</u>, call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer

#### ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### **EXCEPTIONS FROM COVERAGE - SCHEDULE B. PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

#### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II**

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

# ATTACHMENT ONE (CONTINUED)

# CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
  - Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

### PART I

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### **PART II**

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

# ATTACHMENT ONE (CONTINUED)

# CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, or regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

- 2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
- 4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

- 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
- 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
- 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
- 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

 For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

# ATTACHMENT ONE (CONTINUED)

# CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4 Risks
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## **LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

 For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## ATTACHMENT ONE (CONTINUED)

### **ALTA OWNER'S POLICY (07-01-2021)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## ATTACHMENT ONE (CONTINUED)

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land: or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A. is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

### **Notice of Available Discounts**

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

**Underwritten by FNF Underwriters** 

CTIC - Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

FNTIC - Fidelity National Title Insurance Company

### **FNF Underwritten Title Companies**

CTC - Chicago Title Company

CLTC - Commonwealth Land Title Company

FNTC - Fidelity National Title Company of California

FNTCCA - Fidelity National Title Company of California CTIC - Chicago Title Insurance Company

TICOR - Ticor Title Company of California

LTC - Lawyer's Title Company

SLTC - ServiceLink Title Company

### **Available Discounts**

### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

### CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

#### MILITARY DISCOUNT RATE

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for the title insurance policies.

Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

### **EXHIBIT A**

Order No.: 112413628

For APN/Parcel ID(s): 675-0-342-135

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 56 OF TRACT 1047, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 25, PAGES 60 AND 61 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT RIGHTS OF ENTRY TO THE SURFACE AND TO A DEPTH OF 500 FEET FROM THE SURFACE, BUT INCLUDING ALL OTHER RIGHTS AND EASEMENTS BELOW 500 FEET FROM THE SURFACE, NECESSARY FOR EXPLORATION, EXTRACTING, DEVELOPING OR CAPTURING SAID OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS WITHIN SAID LAND OR BEYOND THE LIMITS THEREOF BY DRILLING ON ADJACENT LANDS OR CONDUCTING SUBSURFACE OR SLANT WELL DRILLINGS AT A DEPTH OF MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND.



# STATEMENT OF INFORMATION CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

Escrow No.: 112413628-LW

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

### NAME AND PERSONAL INFORMATION

				Date of Birth
First Name	Middle Name (If none, ind	Last Name licate)	Maiden Name	
Home Phone	Business Phone	e	Birthplace	
Cell Phone	Fax	Email _		
List any other name you I	nave used or been known by _			
State of residence			_ I have lived continuous	sly in the U.S.A. since
Are you currently married	? ☐ Yes ☐ No Are you	currently a registered d	omestic partner?   Ye	s □ No
If yes, complete the follow	ving information:			
Date and place of m	narriage			
Spouse/Domestic F	artner			Date of Birth
		dle Name Last None, indicate)	Name Maiden Name	
Home Phone	Business P	hone	Birthplace	
Cell Phone	Fax	Er	mail	
Social Security No.		Driver's	License No	
List any other name	you have used or been known	by		
State of residence _			_ I have lived continuous	sly in the U.S.A. since
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		CHILDRE	N	
				Date of Birth:
Child Name:				Date of Birth:
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******	RE	SIDENCES (LAST	Γ 10 YEARS)	
Number & Street		City		From (date) to (date)
Number & Street		City		From (date) to (date)
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******	OCCUPATI	ONS/BUSINESSE	ES (LAST 10 YEAF	RS)
Firm or Business Name		Address		From (date) to (date)
Firm or Business Name		Address		From (date) to (date)
	(if mo	re space is required, use r	everse side of form)	

(if more space is required, use reverse side of form

# STATEMENT OF INFORMATION CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

(continued)

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Firm or Business Name	Address	S			From (date) to (date
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	Divorce/Dissolution ☐ Nullification				
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Marriage ended by: ☐ Death ☐	Divorce/Dissolution  Nullification  (if more space is required, use		orce:		
***************************************	(ii more space is required, use	,	******	******	******
	INFORMATION ABOUT	THE PROPERT	Y		
Buyer intends to reside on the property i	n this transaction: 🛘 Yes 🔻 🗘 N	lo			
,	Owner to complete the		\$		
Street Address of Property in this transa	·	_			
The land is unimproved; or improved				ndo Unit 🛚	Other
Improvements, remodeling or repairs to		-	_	□ No	-
If yes, have all costs for labor and mater			_	_	
Any current loans on property?	-		□ res	□ NO	
	Loan Amount		I oan Ac	ecount No	
	Loan Amount				
Lender	************			******	******
<u>Lender</u>	*****************	*********		******	*******
Lender  The undersigned declare, under penalty	of perjury, that the foregoing is true an	nd correct.	*****	*******	***************************************
<u>Lender</u>	of perjury, that the foregoing is true an	nd correct.	*****	******	***************************************
Lender  The undersigned declare, under penalty IN WITNESS WHEREOF, the undersig	of perjury, that the foregoing is true an	nd correct. the date(s) set forth be	*****	*******	***************************************
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Lender  The undersigned declare, under penalty IN WITNESS WHEREOF, the undersig	of perjury, that the foregoing is true an	nd correct. the date(s) set forth be	*****	*******	***************************************

(Note: If applicable, both spouses/domestic partners must sign.) **THANK YOU.** 



Under 31 U.S.C. § 5326(a), the Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued a Geographic Targeting Order to title insurance companies requiring the collection of beneficial ownership information for certain real estate transactions.

Please complete the below questionnaire. This Company will rely on the answers provided to meet its reporting obligations.

Who is completing this form?							
Name	Position/Title	Position/Title		Company/Law Firm			
Postal Address (Headquarters)	City	City		State	Zip		
Phone	Email	Email			Fax		
Transactional Information				L			
Property Address (If multiple proper	ties see NOTE below):						
City	_		State	Zip	County		
Date of Settlement	Date of Settlement Total purchase price (If multiple properties see NOTE below) \$						
Type of Transaction: ☐ Residenti	al (1-4 family)   Co	mmercial	Bank F	inancing:	☐ Yes ☐ No		
Purchaser type:   Natural Persor	n ☐ Corporation	□ LLC	□ Parf	tnership	☐ Other		
NOTE: If more than one property is	purchased, list each ad	Idress and pu	rchase p	orice on an	addendum.		
Purchase Funds Information							
Total Amount paid by below instrun	nents: \$						
Which type of Monetary Instrument	s were used (Use check	k boxes belov	N)				
☐ U.S. Currency (Paper money ar	nd coin)						
☐ Foreign Currency		Country:	Country:				
☐ Cashier's check(s)		☐ Money order(s)					
☐ Certified check(s)		☐ Persona	al or Bu	siness che	ck(s)		
☐ Wire or other funds transfer(s)	□ Virtual	Currenc	V				



### **Individual Primarily Representing Purchaser**

(Defined as the individual authorized by the entity to enter into legally binding contracts.)

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)							
Type of ID		Issuing State or Country Gov't ID No		<b>l</b> o.			
Last Name		First Name			M.I.		
Date of Birth	Occupation	Individual Taxpayer ID No. (if none write N/A) % of o		% of ow	nership		
Address		City		State	Zip		

#### **Purchaser's Name and Address**

Name of Purchaser				
Taxpayer ID No. or EIN (if none write N/A)		Doing Business Name (DBA) (If n	one write N	/A)
Address	City		State	Zip

Complete the following pages if the real estate purchase is being made by a corporation, LLC, partnership, or other legal entity. (Do not report trusts.)

For Corporations, LLCs, Partnerships and Other Entities provide the information for:

- Each **BENEFICIAL OWNER** defined as an individual who, directly or indirectly, owns Twenty-Five Percent (25%) or more of the equity interests of the Purchaser.
- If a legal entity or a series of legal entities own the equity interests of the Purchaser, provide information for each **BENEFICIAL OWNER**, of each legal entity in the series of legal entities.

(Note: It is NOT necessary to complete the address fields if the information is on a legible copy of the government issued ID submitted to the title underwriter.)



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Address		City		State	Zip



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bligation under :	HEREOF, the undersigne	ed have executed this document on the Date:	, 333(5) 55115			

# The following notice is pursuant to Subdivision (b) of Section 12956.1 of the California Government Code

### NOTICE

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.



# Confidential Inspection Report

LOCATED AT: 2176 Calle Nardo Thousand Oaks, 91360

PREPARED EXCLUSIVELY FOR: Mr. Gregory Ehrlich

INSPECTED ON: Wednesday, September 4, 2024

Justin Jenewein Keller Williams



Inspector, Paul Lantos Lantos Home Inspection

Wednesday, September 4, 2024 Mr. Gregory Ehrlich 2176 Calle Nardo Thousand Oaks, 91360

Dear Mr. Gregory Ehrlich,

We have enclosed the report for the property inspection we conducted for you on Wednesday, September 4, 2024 at:

2176 Calle Nardo Thousand Oaks, 91360

Our report is designed to be clear, easy to understand, and helpful. Please take the time to review it carefully. If there is anything you would like us to explain, or if there is other information you would like, please feel free to call us. We would be happy to answer any questions you may have.

Throughout the report, you'll find special symbols at the front of certain comments. Below are the symbols and their meanings:



= Dangerous condition that should be corrected as soon as possible.

We thank you for the opportunity to be of service to you.

Sincerely,

Eul Deuts

Inspector, Paul Lantos Lantos Home Inspection



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### Introduction

We have inspected the major structural components and mechanical systems for signs of significant non- performance, excessive or unusual wear and general state of repair. Our inspection is conducted in accordance with the Standards of Practice of the California Real Estate Inspection Agreement. The following report is an overview of the conditions observed.

In the report, there may be specific references to areas and items that were inaccessible. We can make no representations regarding conditions that may be present but were concealed or inaccessible for review. With access and an opportunity for inspection, reportable conditions may be discovered. Inspection of the inaccessible areas will be performed upon arrangement and at additional cost after access is provided.

We do not review plans, permits, recall lists, and/or government or local municipality documents. Information regarding recalled appliances, fixtures and any other items in this property can be found on the Consumer Product Safety website. These items may be present but are not reviewed.

Our recommendations are not intended as criticisms of the building, but as professional opinions regarding conditions present. As a courtesy, the inspector may list items that they feel have priority in the Executive Summary portion of the report. Although the items listed in this section may be of higher priority in the opinion of the inspector, it is ultimately the client's responsibility to review the entire report. If the client has questions regarding any of the items listed, please contact the inspector for further consultation.

Lower priority conditions contained in the body of the report that are neglected may become higher priority conditions. Do not equate low cost with low priority. Cost should not be the primary motivation for performing repairs. All repair and upgrade recommendations are important and need attention.

This report is a "snapshot" of the property on the date of the inspection. The structure and all related components will continue to deteriorate/wear out with time and may not be in the same condition at the close of escrow.

Anywhere in the report that the inspector recommends further review, it is strongly recommended that this be done PRIOR TO THE CLOSE OF ESCROW. This report is not intended for use by anyone other than the client named herein. No other persons should rely upon the information in this report. Client agrees to indemnify, defend and hold inspector harmless from any third party claims arising out of client's unauthorized distribution of the inspection report.

By accepting this inspection report, you acknowledge that you have reviewed and are in agreement with all of the terms contained in the standard California Real Estate Inspection Agreement contract provided by the inspector who prepared this report.

### **Introductory Notes**

### **ORIENTATION**

We will describe the locations of this property, left or right, as though viewing it from the front door.

For purposes of identification and reporting, the front of this building faces southwest.

### **NOTES**

This structure is approximately 64 years old.

Over the course of this inspection the temperature was estimated to be between 85 and 95 degrees.

The weather was sunny at the time of our inspection.

We make no representations as to the extent or presence of code violations, nor do we warrant the legal use of this building. This information would have to be obtained from the local building and/or zoning department.

There may be information pertinent to this property which is a matter of public record. A search of public records is not within the scope of this inspection. We recommend the client or their representative review all appropriate public records.

This home inspection was performed and Report was prepared for the Seller(s) of this property, as a Pre-Listing home inspection. Buyers shall rely on their own home inspection report!

This inspection and report are performed and prepared for the sole, confidential and exclusive use of the CLIENT who contracted for this inspection and report. No other person or entity shall rely on the report issued pursuant to this Agreement, without first executing a Post Inspection Consulting Agreement and paying the requisite fee to the inspection company listed within the inspection report.

The soil in this area is considered "expansive" because it expands and contracts with variations in moisture content. This may, in turn, causes movement in the support structure. This movement may causes cosmetic cracking, sticking doors, etc.

Maintaining good drainage is strongly recommended and the most cost effective way to minimize this movement. If desired, information regarding expansive soil should be obtained from a soils engineer.

This structure is built on a hillside property. We are not soil, geo-technical, civil or structural engineers and can not render an opinion regarding soil stability or potential soil movements. We recommend qualified specialists be consulted on these matters before the close of escrow.

For additional information regarding environmental issues, we suggest you obtain and review the State of California publication, "Environmental Hazards: Guide for Homeowners and Buyers", available from your real estate professional.

There are conditions conducive to the growth of Fungi and/or related Pathogenic Organisms. These substances may be present at this time (may or may not be visible). Our inspection and Standards of Practice does not include reporting on the presence of these substances and/or their possible health issues. We recommend further evaluation (and testing for those substances) by an environmental specialist/fungal expert in this field, before the inspection contingencies expire.

The scope of this inspection is limited to reasonably accessible areas. We make no attempt to move furnishings, stored personal property, and/or vegetation. Although maybe no problems are suspected, removal of these items may reveal reportable items.

Your inspector may choose to include photos in your inspection report. Photo inclusion is at the discretion of the inspector and in no way is meant to emphasize or highlight the only conditions that were seen. The pictures are demonstrations as a courtesy only. We strongly recommend full review of the entire inspection report.

The property is unoccupied at the time of our inspection.

The Seller is present at the time of our inspection.

### Roofing

A roof system consists of the surface materials, connections, penetrations and drainage (gutters and downspouts). We visually review these components for damage and deterioration, but do not perform any destructive testing. Leaks are not always visible to the inspector, nor can the inspector determine the water tight integrity of a roof by visual inspection. If we find conditions suggesting damage, improper application, or limited remaining service life, these will be noted. We may also offer opinions concerning repair and replacement. Opinions stated herein concerning the roof are based on a limited visual inspection. These do not constitute a warranty that the roof is, or will remain, free of leaks.

### **Composition Shingle**

### Main House

### **BASIC INFORMATION**

Location: Covers whole building

Age of roof: Estimated to be approximately 25+ years old

Roof slope: Medium

Material: Asphalt composition shingle

Layers: Single layer

Roof drainage system: None

### **INSPECTION METHOD**

Our inspection of this roof was conducted from the roof surface. The inspector walked upon the surface and visually examined the accessible roofing components.

### **SURFACE**

The surface granulation are deteriorated (exposing fibers) and there are surface cracks developing. These are signs of aging. Regular/annual maintenance is recommended.

The condition(s) and/or configuration noted demands attention for the long term viability of the roofing surface. For necessary repair and/or preventive maintenance, we recommend the advice and services of a licensed roofing contractor before the close of escrow.





### **FLASHINGS: OVERALL**

A combination of asphalt sealing compound or mastic and metal flashings has been used to seal the connections and penetrations.

The asphalt mastic used as flashing will almost certainly deteriorate before the rest of the roof. Drying and cracking are typical problems. Periodic examination and mastic maintenance is suggested to prevent future leaks.

If caulking is needed for maintenance of any flashing or roofing components, we suggest a high quality urethane sealant such as 'Sikaflex'. Latex, butyl, oil based, silicone or 'architectural grade's ealants should be avoided.

### **EDGE**

The edge flashings are installed in a substandard manner. This metal flashing should be installed under the roofing (tar) paper, so water would not run under this flashings. We recommend correcting its installation, per standards.

### **CHIMNEY AT ROOF**

The chimney spark arrestor was not removed for an examination of the interior of the chimney.



The inspection of the interior of the chimney is not within our scope. A full evaluation by a specialist with proper equipments (video camera, etc.) is available and is recommended.

The chimney chase cover at the prefabricated chimneys shaft is too tight at the frame (less then 1 inch clearance). We recommend correcting this installation, per standards.

### **APPLIANCE VENTS**

The appliance vents appear to be in serviceable condition.

### **GUTTERS**

The gutters are in serviceable condition but only portions of the roof are so equipped. It would be beneficial to collect and divert water from the roof, depending on soil conditions and drainage patterns. Adding additional gutters as an upgrade is recommended.

The gutters are in serviceable condition, but should be checked for debris and cleaned on a regular basis to prolong their useful life.

#### **SKYLIGHTS**

The skylights appear to be serviceable condition and do not show evidence of past leakage.



### **GENERAL COMMENT**

This roof cover is near the end of its expected service life. Although it appears to be presently watertight, the need for replacement should be expected.



The roof has been replaced. We recommend checking with the owner (or City's Building and Safety Dept.) for warranty information, records and required permits.

For further evaluation of noted conditions and/or regular/annual maintenance of this roof, we recommend you consult a licensed roofing contractor before the close of escrow.

### **Detached Structure**

### **BASIC INFORMATION**

Location: Covers whole building

Roof slope: Medium

Material: Asphalt composition shingle

Layers: Single layer

Roof drainage system: None

### **INSPECTION METHOD**

Our inspection of this roof was conducted from the roof surface. The inspector walked upon the surface and visually examined the accessible roofing components.

### **SURFACE**

The shingle surface appears to be in serviceable condition.

### **PLUMBING VENTS**

There are plastic plumbing vents protruding through the roof. Standards require this type of pipe be protected and, in most jurisdictions, this has been interpreted to mean painted for protection against the sun. We recommend the vents be painted.

### **SERVICE DROP**

The service drop appears to be in serviceable condition.



### **GUTTERS**

There is no provision for rooftop drainage. Gutters would be beneficial, given the drainage patterns and soil conditions. We recommend improving the drainage system, beginning with the installation of gutters and downspouts.

### **SKYLIGHTS**

The skylight appears to be in serviceable condition.

Evidence of prior leakage was noted at the skylight. It should be further investigated for active leakage and repaired or replaced, as necessary.



### **GENERAL COMMENT**

The roof covering shows wear but appears to be in a condition deemed acceptable for its age. We observed no signs of unusual or excessive wear of the roofing.



### **Built-up Roof System**

### Main House

### **BASIC INFORMATION**

Location: Covers addition

Roof slope: Flat or very minimal pitch

Material: Mineral surfaced

Layers: Unknown, would require destructive testing Roof drainage system: Gutters and downspouts

### **INSPECTION METHOD**

Our inspection of this roof was conducted from the roof surface. The inspector walked upon the surface and visually examined the accessible roofing components.

### **SURFACE (BUILT-UP)**

The roofing surface appeared to be in serviceable condition.

### **GUTTERS**

Roof runoff water is channeled to the downspouts by a metal gutter system attached to the fascia boards or to the ends of the rafters along the edge of the roof.

The gutters are in serviceable condition, but should be checked for debris and cleaned on a regular basis to prolong their useful life.

### **GENERAL COMMENT**

The roof covering shows wear but appears to in a condition deemed acceptable for its age. We observed no signs of unusual or excessive wear of the roofing that would suggest immediate attention is required.



### **Detached Structure/Casita**

### **BASIC INFORMATION**

Location: Covers addition Roof slope: Low pitch Material: Mineral surfaced

Layers: Unknown, would require destructive testing

Roof drainage system: None

### **SURFACE (BUILT-UP)**

The roofing surface appeared to be in serviceable condition.

### **GUTTERS**

There is no provision for rooftop drainage. Gutters would be beneficial, given the drainage patterns and soil conditions. We recommend improving the drainage system, beginning with the installation of gutters and downspouts.

### **GENERAL COMMENT**

The roof covering shows wear but appears to in a condition deemed acceptable for its age. We observed no signs of unusual or excessive wear of the roofing that would suggest immediate attention is required.





### **Electrical System**

An electrical system consists of the service, distribution, wiring and convenience outlets (switches, lights, and receptacles). Our examination of the electrical system includes the exposed and accessible conductors, branch circuitry, panels, overcurrent protection devices, and a random sampling of convenience outlets. We look for adverse conditions such as improper installation, exposed wiring, running splices, reversed polarity and circuit protection devices. We do not evaluate fusing and/or calculate circuit loads. The hidden nature of the electrical wiring prevents inspection of every length of wire.

### **BASIC INFORMATION**

Service entry into building: Overhead service drop Voltage supplied by utility: 120/240 volts, 2 phase Capacity (available amperage): 200 amperes System grounding source: Unable to locate Branch circuit protection: Circuit breakers Wiring material: Copper wiring where seen

Wiring method: "Romex" wiring, flexible and rigid conduits

### **METER&MAIN**

The meter and main electrical service panel are outside on the front of the detached building.



### MAIN DISCONNECT

The main disconnect is incorporated into the electrical service panel.

### **MAIN PANEL (BREAKERS)**

The main service panel is in serviceable condition. The breakers were matching they connected wire sizes.

The circuitry is not completely labeled. We recommend that each circuit be identified, allowing individuals unfamiliar with the equipment to properly operate it when and if necessary.

### **SERVICE CAPACITY**

Our statement regarding service capacity is based upon the labeled rating of the main electrical service disconnect.

### **SERVICE GROUNDING**

We were unable to visually confirm grounding of the electrical system. Homes built after 1978 should have two separate mean of grounding paths (metal water pipe, foundation steel, driven rod, etc.). Confirmation will require further inspection and possible destructive testing.

### SUBPANEL BREAKERS

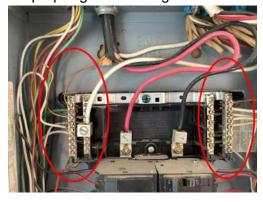
An additional distribution panel, or subpanel, is located in the rear sunroom.



### SUBPANEL CIRCUITRY

The neutrals and the grounds are bonded together in the subpanel. This is not a permitted configuration because of a possible failure of the grounding system. We recommend the neutrals and the grounds be separated.

No proper ground wiring installed. We recommend repair for safety, per standards.



### **CONDUCTOR MATERIAL**

The accessible branch circuit wiring in this building is copper (as seen in breaker panel).

### **RECEPTACLES: OVERALL**

For reference, as receptacles are discussed in this report, present standards for typical room plugs require grounded, 3 prong receptacles within six feet of any point on all walls. Upgrading is required in older buildings only during remodeling.

Some of the receptacles are loose in their boxes. We recommend a general tightening and "tune up" of the receptacles when access to all the receptacles is available.

The receptacles throughout the structure are a combination of 2-wire and 3-wire types, with grounded and ungrounded circuitry, indicating installation at different times.

There are ungrounded three prong receptacles installed in several areas through the main structure. We recommend all ungrounded 3 pronged receptacles be properly grounded or marked as ungrounded outlets or restored to their original two prong configuration.

### **SWITCHES: OVERALL**

We tested a representative number of switches and found some to be without an obvious function. This is not necessarily a deficiency, but we suggest consultation with the owner as to their purpose.

### **LIGHTS: OVERALL**

The light fixtures on the outside walls of the structure were tested when possible. Testing the operation of the hardscape (columns), landscape lighting, including any low voltage lighting systems, is beyond the scope of this inspection.

There are no ceiling fixtures installed in some of the rooms. Building practices require the ability to turn on a light from a switch in every room. In this case, receptacles are connected to switches in each room, allowing control of cord connected lamps.

### **GFCI PROTECTION**

GFCI (ground fault circuit interrupter) protection is a modern safety feature designed to prevent shock hazards. GFCI breakers and receptacles function to de-energize a circuit or a portion of a circuit when a hazardous condition exists. GFCI protection is inexpensive and can provide a substantial increased margin of safety.

We recommend upgrading by installing ground fault interrupter receptacles in all locations required by present standards. These include receptacles near ALL sink basins/counter tops (kitchen, wet-bar, bathroom), and in garage, crawl space, and at exterior.

### **GENERAL COMMENT**

Review of all low voltage wiring, including telephone, TV antenna, alarm, intercom, and stereo wiring is not within the scope of our inspection. Photo cell and motion detection systems are not tested/inspected. Consult the appropriate service technician for full evaluation of their operating conditions.

The electrical system is in need of repair. As noted in the Report, we observed instances of improper wiring, defective components, and/or unsafe conditions.

For attention to the items noted, and for further evaluation of the electrical system in this structure, we recommend that you retain a licensed electrical contractor before the close of escrow.

There are potential hazards in the electrical system in its present configuration. The deficiencies listed above may not be a complete list. Other deficiencies may be discovered upon closer examination of this system.

For attention to the items noted, and for further evaluation of the electrical system in this structure, we recommend that you retain a licensed electrical contractor before the close of escrow.

The electrical system was installed before third wire grounding was required at all circuits. Grounding of all equipment, circuits and convenience outlets would provide an increased margin of safety for the occupants and is recommended. If grounding of all equipment and circuits is not provided, we recommend at least grounding the receptacles in the kitchen, bathroom(s), garage, exterior.

We recommend upgrading the electrical system to comply with newer standards including GFCI, AFCI, surge protection, and other modern safety upgrades. Consult a licensed electrical contractor on this matter.

For attention to the items noted, and for further evaluation of the electrical system in this structure, we recommend that you retain a licensed electrical contractor before the close of escrow.

### **Plumbing**

A plumbing system consists of the domestic water supply lines, drain, waste and vent lines and gas lines. Inspection of the plumbing system is limited to visible faucets, fixtures, valves, drains, traps, exposed pipes and fittings. Calculation and/or verifying proper size of gas or plumbing supply lines is not within the scope of our inspection. These items are examined for proper function, excessive or unusual wear, leakage, and general state of repair. The hidden nature of piping prevents inspection of every pipe and joint. A sewer lateral test, necessary to determine the condition of the underground sewer lines, is beyond the scope of this inspection If desired, a qualified individual could be retained for such a test. Our review of the plumbing system does not include landscape watering, fire suppression systems, private water supply/waste disposal systems, or recalled plumbing supplies. Review of these systems requires a qualified and licensed specialist and recommended to be completed before the provided inspection contingency period would expire.

### **BASIC INFORMATION**

Domestic water source: Public supply

Main water line: Indeterminate

Supply piping: Unknown flexible plastic material ("PEX" type) and copper, where visible/accessible.

Waste disposal: Municipal

Sewer/waste lines: Indeterminate (under ground)

Water pressure: High-range of normal water pressure (appr.65-75 psi)

Other installed systems: Landscape watering, not inspected

### WATER SHUTOFF LOCATION

The domestic water supply main shut-off valve is outside at the front of the building.



### **WATER SHUTOFF COMMENTS**

The main shut-off valve was located but testing the operation of this valve is not within the scope of our inspection. Operation of the valve from time to time will keep it functional and maximize its useful life.

### **MAIN SUPPLY**

The main supply piping was inaccessible and could not be inspected.

### **INTERIOR SUPPLY**

The exposed and accessible supply piping generally appears to be in serviceable condition.

Copper piping is connected directly to galvanized piping at the water heater area piping. This configuration is not approved and can lead to deterioration of the galvanized pipe. We recommend the installation of an approved fitting at this location.



We found unsecured water piping at the exterior of the detached structure. We recommend it be fastened to the framing according to accepted standards.



### WATER PRESSURE

The system water pressure, as measured at the hose bibs, is within the range of normal.



Functional flow of water at the various fixtures was judged to be adequate. Several fixtures were were operated simultaneously. Minor change in flow when other fixtures are turned on and/or off is considered normal.

### **REGULATOR**

There is no pressure regulator installed near the main shut off to maintain water pressure at an acceptable level in an area where pressure is generally higher than normal. Although, the pressure is currently within the high of normal range (70 psi), this could be a concern in the event of a spike in the water company pressure. We recommend the installation of a pressure regulator as an upgrade.

### **FIXTURES: OVERALL**

The plumbing fixtures were operating with no evidence of excessive or unusual wear observed, unless otherwise noted at specific locations. Routine maintenance, will keep them functional and maximize their useful life.

We do not review or test mixing valves (faucets) for pressure/hot-cold balancing. All new and replaced water filler faucets shall have a temperature limiting device set the maximum of 120 F degrees.

Some of the plumbing angle stops are old. Although no leaks were observed, we suggest replacement of all stops with ball valves, as preventative maintenance.

Senate Bill 407 became a California Water Conservancy Law and came in effect on Jan. 1, 2017. All single-family residences built prior to January 1, 1994 or homes that applied for building permits after January 1, 2014, must comply with these new standards. Homeowners are required to install water saving fixtures, if current fixtures are out of compliance. The new rules are:

If the toilet is greater than 1.6 gpf, a 1.28 gpf toilet is required.

If the shower head flows more than 2.5 gpm, a 2 gpm shower head is required.

If a lavatory faucet flows more than 2.2 gpm, a 1.2 gpm faucet is required.

If a kitchen sink faucet flows more than 2.2 gpm, a 1.8 gpm faucet is required.

Sellers must disclose if fixtures are non-compliance.

The CREIA Standards of Practice do not include to test for water flow rates (only for proper functional flow). Determining these required water flow rates is not included in our report. We recommend a qualified specialist, a licensed plumbing contractor to verify compliance with law before the close of escrow or Buyer to rely on Seller's disclosure.

#### **DRAIN LINES**

The visible drain piping appears to be in serviceable condition, unless otherwise noted at specified location.

Sewer line: Installed under ground and not visible/accessible and was not inspected. It's material could not be determined.

Sewer lines are under ground and not visible or accessible for visual inspection. We can't determine its condition. We recommend the lateral sewer line and its system's condition (material, deterioration, tree root blocking, etc.) be evaluated by a qualified specialist, before the close of escrow. (video scoping is suggested!)

### **SEWER CLEANOUT**

A sewer cleanout is located on the left side of the structure.

The main sewer cleanout is located in the driveway.



### **CLEANOUT CONDITION**

We do not review or confirm all bathroom/kitchen clean-out locations. Upgrade is recommended, if not present.

### **VENT LINES**

The vent piping for the waste system appears to be in serviceable condition.

### **GAS METER**

There is no meter wrench attached to the gas meter. We recommend leaving a wrench chained to the meter to provide means for an emergency shutoff. The valve can be turned 90 degrees in either direction to shut the gas line off.

The meter lacks a seismic automatic shutoff valve. As a safety upgrade, a licensed contractor could be retained to install an automatic shutoff to prevent gas leakage in the event of an earthquake.

We recommend to contacting your local utility company before the close of escrow, and have the meter serviced. Part of they free service is (to the best of our knowledge) to providing a leak test of pipes, appliance fittings/connectors/valves and general safety check.

We recommend the rusty gas pipes at meter area be primed and repainted to prevent further deterioration.

### **GAS METER LOCATION**

The gas meter is outside on the right side of the building. The main gas supply shutoff valve is located on the riser pipe between the ground and the meter. This valve should be turned 90 degrees (either way) in order to shut off the gas.



### **GAS PIPING**

The gas piping appears to be in serviceable condition. Pressure testing may reveal leaks, but this procedure is beyond the scope of our inspection.

There are no drip legs in place at the low points of the gas piping at appliances (furnace, water heater, gas range/cook top, etc.). We recommend that drip legs be installed to collect condensation and debris.

### **GENERAL COMMENT**

The plumbing system appears to be in serviceable condition, with the exceptions noted above.

For attention to the condition(s) noted above, we recommend the advice and services of a licensed plumbing contractor, before the close of escrow.

### **Water Heater**

Our review of water heaters includes the tank, water and gas connections, electrical connections, venting and safety valves. These items are examined for proper function, excessive or unusual wear, leakage and general state of repair. We do not fully review tankless/on-demand systems and suggest you consult a specialist. The hidden nature of piping and venting prevents inspection of every pipe, joint, vent and connection. The inspector does not light pilot lights!

### **Detached Structure**

### **BASIC INFORMATION**

Location: In the garage Energy source: Natural gas Age: Estimated to be 7 years old

Capacity: 40 gallons

Unit type: Free standing tank

### T/P RELEASE VALVE

The water heater is equipped with a temperature and pressure relief valve. This device is an important safety device and should not be altered or tampered with.

The temperature and pressure relief valve lacks a discharge pipe. We recommend the installation of approved metal piping to an approved exterior location in accordance with manufacturer's specifications and present standards.

### **GAS SUPPLY**

The gas piping for the appliance includes a local 90 degree shut-off valve for use in an emergency or in case of repair. The valve was not tested at the time of inspection, but is of a type usually found to be serviceable.

The gas connector is a flexible type in serviceable condition.

### **VENTING**

The water heater vent is installed too close to a combustible surface in attic (wood frame, roof decking, etc.). We recommend that approved clearance be provided from any combustible materials for fire safety, per standards (minimum of 1 inch).

The water heater vent pipe sections shall be secured together with sheet metal screws, per standards. We recommend correcting this condition.

The water heater vent has been installed in a substandard manner (improper size/transition). We recommend it be replaced.

### **COMBUSTION AIR**

Combustion air provides the oxygen for fuel burning appliances. Adequate ventilation around all fuel burning appliances is vital for their safe operation. The air can come from inside or outside, providing industry standards are met.

The combustion air supply is adequate.

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### **WATER CONNECTORS**

The cold water inlet and hot water outlet connections appear to be in serviceable condition.

The water heater is equipped with a cold water inlet shut-off valve.

Valves may leak when operated after a period of inactivity. For this reason, they are not tested during the home inspection.

### **SEISMIC RESTRAINT**

The water heater tank lacks seismic restraint. We recommend that the water heater be secured in accordance with standards established by state regulations.

For attention to the condition(s) noted above, we recommend the advice and services of a licensed plumbing contractor.

### **ELEVATION/LOCATION**

The water heater has been elevated above the garage floor in accordance with present standards. This is a beneficial configuration which helps prevent the ignition of fumes from spilled flammable liquids.

### **ELECTRICAL**

The standards require bonding between the hot/cold water lines and gas pipe. This bonding was not visible at the accessible piping. Further evaluation and/or repair by a licensed electrician is recommended

### **GENERAL COMMENT**

The water heater has been replaced. We recommend to obtain and review all required permits.

The water heater's energy source was shut off and was not operational. We cannot offer opinions about its performance or general state of repair. We recommend inspection when the energy source has been restored.

For attention to the condition(s) noted above, we recommend the advice and services of a licensed plumbing contractor.



### **Heat**

A heating system consists of the heating equipment, operating and safety controls, venting and the means of distribution. These items are visually examined for proper function, excessive or unusual wear and general state of repair. This is a non-evasive, basic function review only. We do not dismantle, uncover or calculate efficiency, distribution balance or size of any systems. Any components or areas that concealed from view by any means are excluded from this report. The inspector does not light pilot lights! Regular servicing and inspection of heating systems is encouraged.

### **Forced Hot Air**

### Main House

### **BASIC INFORMATION**

Furnace location: Attic Energy source: Natural gas

Age and size of this unit: Unknown - The manufacturer's information/specification label is not readily

and safely accessible in attic area.

### **SYSTEM NOTES**

Forced air furnaces operate by heating a stream of air moved by a blower through a system of ducts. Important elements of the system include the heat exchanger, exhaust venting, blower, controls, ducting, and combustion air supply.

### **GAS SUPPLY**

The gas piping includes a 90 degree shutoff valve for emergency use. The valve was not tested at the time of inspection.

The gas connector is a flexible type in serviceable condition.

### **BURNERS**

Many of the manufacturers recommend or require protection under the attic installed furnaces burner area. This sheet metal (10" x 22") piece should be under units that are closer then 12" to combustible decking. Installation of such shield is recommended.

### **HEAT EXCHANGER**

The heat exchanger was inaccessible and could not be visually examined. Conditions may exist that was not visible or apparent, and only be discovered by close examination after disassembling the furnace. We do not perform carbon monoxide leak testing. The Gas Co. should be contacted to perform a safety check of the furnace (a free service!).

#### **IGNITION SYSTEM**

The heating unit is equipped with an electronic ignition system, which is an energy saving feature that allows operation without the need for a continuously burning pilot light.

#### **AIR FILTERS**

The air filter for the heating unit is a conventional, disposable filter.

There is no air filter at the attic area installed heating unit itself. Instead, for ease of access, the filter is located just behind the return air grill.

The filter has accumulated debris which decreases its effectiveness and blocks air flow. This can decrease the efficiency of the heating system. We recommend the filter be cleaned and/or replaced as necessary.

### **CLEARANCE**

There is adequate clearance to combustible materials in the area around the heating unit as long as the space is not used for storage. We encourage good housekeeping practices in this area.

### **COMBUSTION AIR**

Combustion air provides the oxygen for fuel burning appliances. Adequate ventilation around all fuel burning appliances is vital for their safe operation. The air can come from inside or outside, providing industry standards are met.

There is adequate combustion air for this heating unit.

# **DUCTS**

The full ductwork was not readily and safely accessible and was not inspected, except to determine that the air flow was adequate at accessible registers (checked within 7'6" of floor level).

#### **THERMOSTAT**

The thermostat appears to be properly installed and both the heating and cooling functions responded to the user controls.

# **GENERAL COMMENT**

Our inspection of the heating system is non-invasive and is limited to visible components and their basic function. A full evaluation requires extensive testing and is beyond the scope of our inspection.

There is no visible service record of this equipment. Because of the age of this unit and/or noted items, we recommend this system be serviced and verified for safe use by a licensed heating contractor before the close of escrow.

There are newer, non-original HVAC components installed. We recommend to obtain and review all required permits.

There is no access flooring and service platform installed at the attic installed HVAC unit (from access opening), making inspection/servicing unsafe. The platform shall extend 30 inches in front of the unit. This condition presents a hazard! This HVAC unit was not accessed to nor inspected. We recommend correcting this condition for safe service access in accordance with present standards.





### **Wall Heater**

# **Detached Structure**

#### **BASIC INFORMATION**

Wall heater location: Living room Energy source: Natural gas

# **SYSTEM NOTES**

Wall heaters operate by heating a stream of air moving through the unit by'gravity'or convection. There usually is no blower. Important elements include the heat exchanger, exhaust venting, controls, and clearances from combustible material.

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Wall heaters are simple and easily maintained, but do not distribute the heated air very efficiently. Although not required, installation of an alternate heating system might be considered in conjunction with other upgrades and/or remodeling.

# **GAS SUPPLY**

The gas piping includes a 90 degree shutoff valve for emergency use. The valve was not tested at the time of inspection. This age and style of valve is normally found to be operable by hand and generally trouble free.

The gas connector is an approved flexible type in good condition.

#### **HEAT EXCHANGER**

The heat exchanger was inaccessible and could not be visually examined.

## **CLEARANCE**

There is adequate clearance to combustible materials in the area around the heating unit as long as the space is not used for storage. We encourage good housekeeping practices in this area.

#### **VENT**

The gas wall heater unit has direct vent, natural gas appliance. When it's in use, its components will get hot! We URGE CAUTION be used around its exterior vent discharge area to preventing injury.

#### **COMBUSTION AIR**

Combustion air provides the oxygen for fuel burning appliances. Adequate ventilation around all fuel burning appliances is vital for their safe operation. The air can come from inside or outside, providing industry standards are met.

There is adequate combustion air for this heating unit.

# **GENERAL COMMENT**

The wall heater unit installed, appears to be undersized for this size of home. Calculation of proper sizing is not within the scope of our inspection. We recommend further evaluation of this condition by a licensed HVAC contractor.

The heating unit's energy source was shut off and the system was not operational. We cannot offer opinions about system performance or general state of repair. We recommend inspection when service has been restored.

There is no visible service record of this equipment. Because of the age of this unit and noted items, we recommend this system be service and verified for safe use by a licensed heating contractor before the close of escrow.



# **Air Conditioning**

An air conditioning system consists of the cooling equipment operating and safety controls and a means of distribution. These items are visually examined for proper function, excessive or unusual wear, and general state of repair. Air conditioning systems are not tested if the outside temperature is too cold for proper operation. Detailed testing of the components of the cooling equipment or predicting their life expectancy requires special equipment and training and is beyond the scope of this inspection. This is a non-evasive, basic function review only. We do not dismantle, uncover or calculate efficiency of any system. Regular servicing and inspection of air conditioning equipment is encouraged.

#### **BASIC INFORMATION**

Method of cooling: Gas compression

Type of system: Gas heat with air conditioning

Type of system: Window and/or wall unit(s). (Not reviewed/inspected) It's inspection is not within our

scope.





Number of units: 1

Location of equipment: Split or remote system

Related equipment: Ceiling fan(s) - not inspected (not within our Standards)

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Related equipment: Whole house fan - not inspected (not within our scope)

However, it was turned on with its regular control and appeared to be operational.

Age and size of this unit: Unknown - The manufacturer's information/specification label is not readable or missing.

Electrical disconnect location: Adjacent to condensing unit

#### **DUCTS**

Both the heating system and the central air conditioning system share the same duct work. Please see the heating system for any comments regarding the duct work.

#### **HVAC WIRING**

We found exposed wiring at the air conditioning condensing unit (low voltage wires, etc.). Even if insulated, we recommend all wiring be encased in a conduit or otherwise protected, per standards.

#### **HVAC DISCONNECT**

The equipment local disconnect acts as a shut off switch for use in an emergency or while servicing.

The local disconnect appears to be in serviceable condition.

#### **CONDENSING UNIT**

The condenser contains all the equipment necessary to reclaim the refrigerant gas and convert it back to a liquid. It consists of a compressor, condenser, hot gas discharge line, condenser fan, electrical panel box, and some accessory components.

The condensing unit appears to be in serviceable condition. However, the unit should be secured (strapped) on the base, as is the current standard.

There is surface rusting was noted on the exterior of the housing. This condition may not effect the functionality of the unit. However, we recommend the housing be primed and painted as a preventive care to extend its useful life.

# **EVAPORATOR COIL**

An evaporator coil is a device used to transfer or absorb heat from the air surrounding the evaporator to the refrigerant. In doing so, the liquid refrigerant is evaporated or boiled off as it passes through the evaporator.

The evaporator coil is concealed within the furnace assembly and was not directly observed and/or inspected. We do not test condensation drain lines.

The attic area A/C coil condensate drain line configuration lacks a secondary or back-up pipe (and catch pan) that routed to an approved exterior location (above a window or door). There could be a flow sensor/disconnect switch installed as an alternative solution. We recommend correcting this condition in accordance with present standards.

# **GENERAL COMMENT**

Our inspection of the central heating and air conditioning system is limited to visible components and their basic functions. A full evaluation requires extensive testing and is beyond the scope of our inspection.

The air conditioning appeared to be in serviceable condition and responded to normal operating controls. Attention to the items noted, together with routine maintenance, will keep it operational and maximize its useful life.

For further evaluation and/or attention to the condition(s) noted, we recommend the advice and services of a licensed air conditioning contractor before the close of escrow.



There is no central air conditioning unit installed for the detached structure. For possible upgrade, we recommend to seek the advice of a licensed HVAC contractor.

For further evaluation and/or attention to the condition(s) noted, we recommend the advice and services of a licensed air conditioning contractor before the close of escrow.

There are newer, non-original air conditioning components in this HVAC system. We recommend to review all plans and required permits.

# **Structure**

The structural elements of a building include foundation, footings, all lower support framing and components, wall framing and roof framing. These items are examined, where visible, for proper function, excessive or unusual wear and general state of repair. Many structural components are inaccessible because they are buried below grade or behind finishes. Therefore, much of the structural inspection is performed by identifying resultant symptoms of movement, damage and deterioration. Where there are no visible symptoms, conditions requiring further review or repair may go undetected and identification will not be possible. We make no representations as to the internal conditions or stabilities of soils, concrete footings and foundations, except as exhibited by their performance.

# **BASIC INFORMATION**

Foundation type: Slab-on-grade Slab material: Poured concrete

Exterior wall support: Wood frame and beams

#### **FOUNDATION**

Due to the installation of finished surfaces, the slab is inaccessible and could not be inspected. However, we observed no signs of significant settlement or related interior cracking.

The soil in this area is considered "expansive", because it expands and contracts with variation of moisture content. This may, in turn, causes movement in the support structure. The results of these movements are cosmetic cracking, sticking doors, etc. Maintaining good drainage is strongly recommended to minimizing movement. Information regarding expansive soil should be obtained from a soil engineer.

We are aware of the known condition that some of the tracts built in this area had a structural foundation defect (no rebars in concrete slab were installed), causing cracks and/or failure. We were not able to detect any related conditions. We recommend further evaluation and checking with the City Building Department on this matter.

#### **MUDSILL**

The mudsill is the first wood member of the framing, resting directly on the slab foundation. The mudsill is inaccessible and was not inspected.

#### **ANCHOR BOLTS**

Anchor bolts are fasteners that connect the wood framing to the foundation. They limit the framing's ability to move independently on the foundation in the event of seismic activity.

Because of the design and/or configuration of the structure, we cannot verify the presence or condition of anchor bolts. Because of the age of the structure, we assume that proper bolting was installed, as per standards in effect at the time.

# **MOISTURE**

The slab should be monitored during the rainy season for evidence of moisture. If moisture appears, drainage upgrading should be undertaken.

#### **GENERAL COMMENT**

All the visible structural elements appear to be in generally serviceable condition and are performing as would be expected for a building of this age and type of construction.

# **Exterior**

Our review of the site and grounds includes grading, drainage, gutters, walkways, driveways, patios, gates, fencing and retaining walls connected to or directly adjacent to the structure. Examination of the building exterior includes the finished surfaces and sidings, windows, doors, flashings, trims, facia, eaves, soffits, decks, porches and railings. These items are visually examined for proper function, excessive or unusual wear and general state of repair. Components may not be visible because of soil, vegetation, storage and/or the nature of construction. In such cases these items are considered inaccessible.

# **BASIC INFORMATION**

Site grading: Sloped towards structure in some areas

General lot topography: Cut and/or fill

Retaining wall material: Concrete block

Driveway: Concrete on grade

Walkways: Concrete Patio: Concrete

Primary exterior wall covering: Stucco

Secondary exterior wall covering: Brick veneer Secondary exterior wall covering: Wood siding

#### **LIMITATIONS**

Portions of the building exterior and/or the building site and grounds could not inspected due to the presence of dense vegetation. No adverse conditions are suspected, but clearing obstructions may reveal reportable conditions.

#### **FOUNDATION**

Cracks observed in concrete can be caused by number of conditions, including but not limited to shrinkage, improper curing/mixture, expansive soil, settlement, ground movement, etc.

Determining the cause of the cracks is beyond the expertise of this inspector and not within the scope of our inspection. We recommend further evaluation of these conditions by a structural or geotechnical engineer or other experts, before escrow closes.

There are "cold/construction joints" noted in this foundation. These cracks are the joints of the concrete footing and foundation slab.

#### **PEST CONTROL**

Our observations regarding evidence of wood damage is not a substitute for inspection by a licensed pest control operator or exterminator. We report current visible conditions as a courtesy only and cannot render an opinion regarding their cause or remediation.

Present standards require a minimum of 4 inches of clearance between the top of the soil and the bottom of any wood construction and 2 inches from concrete flooring (stucco line, siding, wood trims, etc.). We advise maintaining this clearance without creating a negative slope toward the building.

We recommending review of a current pest control report for further information. If, not available, we recommend a pest control inspection be performed to confirm the presence and/or extent of wood destroying pest and organism activity.

Sections of the foundation/walls around the structure are below or marginally above the exterior grade. We recommend modification of these areas (lowering dirt, providing proper clearance, without creating a negative grading), to maintain a proper distance (min.of 4 inches) between top soil and any wood portion of the structure to prevent moisture seepage and damage at concealed areas.

#### **EXTERIOR PLUMBING**

The plumbing on the exterior of the building and in the yard appears to be in serviceable condition. We make no attempt to locate and test every hose bib. Operation and evaluation of irrigation systems is beyond the scope of our inspection.

We recommend monitoring the sprinklers for spraying over on exterior surfaces and adjusting them as necessary to prevent water intrusion and damage into concealed areas.

We noted water staining on stucco and/or other exterior wall covers and trim surfaces. Adjustment of sprinklers and/or installation of a water drip system in these areas is recommended to prevent water intrusion and damage.

Backflow prevention devices are now required on exterior hose bibs to prevent contamination of the domestic water supply. These devices are inexpensive and available at most hardware stores. Upgrading the hose bibs is recommended.

#### **OUTDOOR RECEPTACLES**

GFCI protection was not found at the exterior spa deck area receptacles, where this feature is required. We recommend all exterior receptacles be located and tested and GFCI protection be installed at ALL exterior locations for increased safety.

The GFCI receptacle did not trip when tested (rear deck, etc.). We recommend it be replaced, for safety.



Some receptacles on the exterior have no proper waterproof cover plates for permanently plugged in cords. We recommend an approved cover be installed to reduce the risk of moisture penetration and hazardous shocks.

# **OUTDOOR LIGHTS**

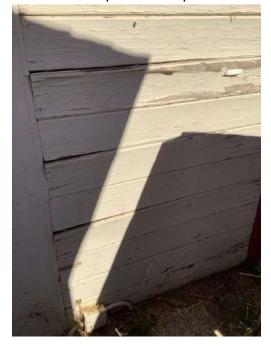
Some of the exterior light fixtures are not working. The bulbs may have burned out/missing. We recommend that the bulbs be tested and replaced, if necessary, and the proper operation of the fixtures be verified.

They may have lights on this property that are controlled by one or more timer clock/device and/or motion sensors. Testing the operation of timed switches and motion sensors is beyond the scope of our inspection. Consultation with the owner regarding the function of these switches/devices is recommended.

Low voltage and/or 120 voltage yard and/or ambiance lighting systems are not reviewed. Proper installation and operation is not part of our inspection.

#### **WOOD SIDING**

Sections of the siding are damaged. We recommend reviewing termite inspection report and these sections be repaired or replaced as recommended.





There are unsealed joints in the siding that may allow moisture penetration. We recommend the joints be caulked and sealed to prevent leakage and damage.

There is earth-to-wood contact noted, which makes the siding vulnerable to deterioration. We recommend reviewing the termite inspection report and all earth-to-wood contacts be broken and proper clearance be provided to prevent moisture or pest related damage.

Portions of the wood sidings are in contact with concrete or don't have proper clearance. We recommend the required clearance be provided. As preventive maintenance, we recommend the area be flooded with a wood preservative from time to time.





# **STUCCO**

The stucco exterior is in serviceable condition, with a few cracks. These cracks are typical. However, they should be patched and sealed in the course of routine maintenance, to preventing moisture intrusion.

The stucco extends over the foundations below the finished grade. This configuration is no longer approved but was accepted practice when installed. Because hidden fissures may facilitate infestation, a periodic pest inspection would be prudent.

Sections of the stucco at rear wall are damaged. We recommend they be repaired.

For attention to the condition(s) noted above, and/or cost estimates, if necessary, we recommend the advice and services of a licensed plastering contractor.



# **MASONRY WALLS**

The masonry or stone walls are only a veneer over the basic wood frame construction. The masonry or stone is not a structural element of the house. Minor cracks are fairly typical and not considered a structural deficiency. The method or condition of attachment between the wood frame and the masonry or stone veneer is not visible and cannot be determined.

# **DOORS**

The exterior doors appear to be in serviceable condition.

Most exterior door locks can be re-keyed after transfer of ownership to insure personal safety and security.

# **WINDOWS**

Several window screens are torn. The frames appear to be serviceable but we recommend the screens be replaced.

#### **GLAZING**

Because it is harder to break and less likely to cause injury if broken, safety glass is now required in specified locations. These include, but are not limited to, all door glass, most large windows, and windows near doors and floors.

# **TRIM**

The trims show routine wear but appear to be in serviceable condition. We advise regular maintenance to ensure maximum service life.

There are openings at seams and joints of the trims (doors, windows, sidings, etc.). We recommend recaulking and sealing to prevent moisture entry and damage.

Wood trims are damaged. We recommend reviewing the termite report and it be repaired or replaced as recommended.

#### **FASCIA**

The fascia boards are weathered, with blistered and/or peeling paint. This will require surface preparation and refinishing in the course of property maintenance to restore surface appearance.

Sections of the fascia boards are damaged. We recommend reviewing the termite inspection report and they be repaired or replaced as recommended.

#### **EAVES/SOFFITS**

Sections of the eaves are damaged. We recommend reviewing the termite report and repair or replacement as recommended.

# PAINT/STAIN

Exposed portions of the exterior are weathering. For a better appearance, and to maximize the useful life of the surfaces, they should be refinished and/or repainted during the course of routine maintenance.

For attention to the condition(s) noted above, and/or cost estimates, if necessary, we recommend the advice and services of a licensed painting contractor.

# **MISCELLANEOUS**

There is a satellite dish on the property. The operation of the dish was not tested and is beyond the scope of this inspection.

The storage sheds/spa deck-gazebo/chicken coop structures in backyard were not inspected and are not included in this report.









The sport court/basketball hoop equipment in backyard was not inspected and is not included in this report.



# **GRADING**

There are areas around the structure where adjustment of the grading at the foundation, by removal of the topsoil and vegetation and/or adding drains is recommended to help control excess moisture and water seepage. (planter areas around structure) Typically, the grade should fall a minimum of 6 inches within the first 10 feet.

We recommend the sloping yard be covered and/or properly maintained with ground cover vegetation to prevent soil erosion in this area.

Grading is sloped toward the detached structure. Low spots and negative grading promote water accumulation near the building, leading to foundation problems (settlement, seepage, etc.). Regrading would help ensure that surface water flows away from the structure.



#### **DRAINAGE**

A surface drainage system is designed to collect and divert roof runoff and other surface water. It is installed in solid pipe and flows continuously downhill to a point of discharge.

The surface water drainage system is below grade and cannot be viewed. Its inspection is not within our scope. Designs and materials for these systems vary widely, making it impossible to evaluate the integrity of the system.

The drainage system was not water tested during the inspection. We make no representations as to its effectiveness and recommend its operation be observed during adverse weather conditions. The drainage system should be checked for debris and cleaned regularly to ensure proper operation during heavy weather.

We could not determine the discharge location of the drainage system. We recommend inquiries and/or further investigation of the location of the discharge termination and proper functioning and effectiveness of the system be tested.

#### **DRIVEWAY**

There are cracks noted in the driveway. It appeared to be cosmetic nature at the time of our inspection.

#### **WALKWAYS**

Many public works departments define a trip hazard as an irregularity in a walking surface exceeding one inch in height. We suggest that all walking surfaces be maintained free of trip hazards.

The walkways appear to be in serviceable condition.

#### **PATIO SURFACE**

The patio surface appears to be in serviceable condition.

There are metal post brackets installed in concrete slab at sport court deck area. These exposed brackets present a trip hazard. We recommend to removing or properly covering them to prevent injury.



#### **DECK**

Like fences and other exposed wood construction, decks have a finite service life. Even the best maintained deck will need repair and eventual replacement. We recommend regular treatment with combination wood preservative/UV inhibiting sealers.

We made no attempt to inspect the inaccessible areas under the deck. It is common for some damage and/or deterioration to exist in these areas while, as a whole, the deck would still be considered serviceable. We recommend to review the termite inspection report.

There are damaged/deteriorated deck wood elements noted. We recommend to review termite inspection report and replacement of all damaged material as recommend and necessary.



# **HAND RAILS**

There are no hand railings installed at the rear spa deck, sport court and driveway access area stairs. As a safety measure, we recommend that hand railings be installed, per standards.



#### **FENCING**

It should be stated that wood fences do have a finite service life. Maintaining the bases of the fence posts free and clear of rotting leaves, and an occasional treatment with a wood preservative will be most effective in prolonging service life.

The wood fence has dirt piled against it. In time, this will rot the fence. We recommend the dirt be dug away and pulled back from the fence to preventing damage and/or further deterioration.

The fencing shows signs of wear and is in need of repair/maintenance.

For attention to the condition(s) noted above, and/or cost estimates, if necessary, we recommend the advice and services of a licensed fencing contractor.

There is damage (cracks, loose blocks) noted in block fencing. We recommend to check the entire perimeter fencing and the damaged fencing sections be repaired and/or replaced as necessary.

For attention to the condition(s) noted above, and/or cost estimates, if necessary, we recommend the advice and services of a licensed fencing contractor.



The right side area vinyl fences appear to be in serviceable condition.

#### **GATES**

The sliding gate was operating. Routine maintenance will keep it functional and maximize its service life.

The gate at the right side is damaged. We recommend it be repaired or replaced.

# **RETAINING WALLS**

True retaining walls are engineered structures retaining earth which, if it collapsed, would adversely affect the integrity of buildings, driveways, pools or other improvements. We are not qualified to analyze such structures.

Decorative retaining walls are generally landscaping features which, even though aesthetically important and expensive to repair or replace, would not adversely affect the buildings or other site improvements if damaged or eliminated.

The retaining wall has cracks. We recommend further evaluation of this condition by a structural engineer, before the close of escrow and repair be made as recommended.



#### **VEGETATION**

We recommend the vegetation on the property be maintained to prevent over growth and encroachment onto the structure.

#### **GENERAL COMMENT**

As preventive maintenance, caulking and sealing the gaps in the exterior of the building around the doors, windows, plumbing and electrical entry points will help prevent heat loss, cold air infiltration and moisture entry.

If caulking is needed for maintenance of any flashing or exterior trim, we suggest a high quality urethane sealant such as "Sikaflex". Latex, butyl, oil based, silicone or "architectural grade" sealants should be avoided.

There are areas where exterior features are in need of attention. These conditions suggest lapses in maintenance. We make no attempt to list all cosmetic flaws but, do suggest attention to items relating to function and safety.

There are areas where evidence of wood damage was observed. Observations made are courtesy only, since we're not qualified or licensed to recognize, evaluate or report on these items. We recommend to reviewing of a current termite-pest control report for further information. If not available, we recommend a termite and pest-control inspection be performed by a licensed operator to confirm the presence or extent of wood destroying pest and organism activity. Repair or treatments of these areas should be made as recommended.

# Interior

Our review of the interior includes inspection of walls, ceilings, floors, doors, windows, steps, stairways, closets, balconies and railings. These features are visually examined for proper function, excessive wear and general state of repair. Some of these components may not be visible/readily accessible because of furnishings and/or storage. In such cases these areas/items are not inspected. We recommend the review/inspection of those areas, items when full access is available, before the close of escrow.

# **Main House**

#### **BASIC INFORMATION**

Number of bedrooms: Three Number of bathrooms: Two Window material: Metal

Window type: Horizontal sliding windows

Window glazing: Single pane and double pane at newer windows

Finished ceiling material: Drywall and/or plaster Floor cover material: carpet, wood and tiles Finished ceiling material: Drywall and/or Plaster

## SURFACES: OVERALL

The interior wall, floor, and ceiling surfaces were generally in serviceable condition, taking into consideration normal wear and tear.

#### **WALLS&CEILINGS**

The interior wall and ceiling blemishes are cosmetic and can be repaired in the course of routine maintenance.

There are cracks observed in the walls and/or ceilings. This is a common condition with this type of construction and does not indicate a structural deficiency. The cracks can be repaired or painted over during routine maintenance.

## **FLOORS: OVERALL**

There are cosmetic floor blemishes which can be eliminated in the course of routine maintenance.

#### WINDOWS: OVERALL

There are double pane doors/windows installed in this residence. The seals can break in these glasses ANY TIME without any warning and condensation water/stain can appear between panes! This condition might not be possible to identify at the time of our inspection due to weather, temperature, light conditions, accessibility and cleanliness of the doors/windows.

A number of windows do not operate smoothly and/or are difficult to latch. We recommend all windows be detailed, including cleaning, lubricating, adjusting hardware or repair where necessary.

#### **FIREPLACE**

A fireplace has an interior, exterior and a fire burning area. Individual fireplaces may have a foundation, flue, firebox, mantel, hearth, damper, smoke shelf, lintel, cap, wash, gas log and/or log lighter. Accessible components are visually inspected for signs of significant nonperformance, excessive or unusual wear and general state of repair. Portions of standard fireplace construction are inaccessible for our inspection. We can not verify if "UL listed" and manufacturers approved components are used (glass doors, grates, log lighters, artificial gas log sets, chimney spark arresters/caps, shrouds, etc.) with prefabricated/manufactured fireplaces.

Our inspection does not include actual operation of the fireplace and we cannot offer opinions regarding its performance. We recommend inquiries of the owner or occupant in this regard and further evaluation by a fireplace specialist.

Because of its design and length, we can not see, examine/inspect the chimney flue line.

We recommend the advice and services of an NCSG Certified Chimney/Fireplace Specialist for a level 2 or 3 video camera investigation, before the close of escrow.

There is a build-up of soot and/or creosote in the chimney. We recommend the flue be cleaned and that further inspection be accomplished at that time.

Voids were left in the masonry/metal firebox wall around the gas pipe(s) where they enter the firebox. No adverse conditions appear to have resulted, but this is a fire safety issue. We recommend filling the voids as preventive safety maintenance, to preventing heat/flame transfer.

For attention to the condition(s) noted, and/or cost estimates, if necessary, we recommend the advice and services of an NCSG Certified Chimney/Fireplace Specialist for a level 2 or 3 video camera investigation, before the close of escrow.

#### FIREPLACE+

The gas log lighter is controlled by a valve near the hearth. We suggest keeping the key for the log lighter out of the reach of children. The gas supply line in firebox was capped off at the time of this inspection and the valve was not tested.

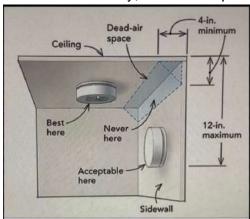


Because the fireplace is equipped with a gas supply, care should be taken to keep the damper FULLY open or combustible gas fumes could be trapped in the interior of the building.

# **DETECTORS: OVERALL**

The smoke and carbon-monoxide alarms were inspected for location only. For future reference, testing with only the built-in test button verifies proper battery and horn function, but does not test the smoke/CO sensors. We advise testing with real or simulated smoke.

Present standards require smoke alarms in all bedrooms. Complying with state laws is recommended for increased safety, before occupancy. (within 12 inches of the highest point of the ceilings)



# **FIRE EXTINGUISHER**

There are no portable fire extinguishers installed in this home. We recommend portable extinguishers be installed in the kitchen and garage and/or any other locations for use in an emergency.

# **MISCELLANEOUS**

We were not able to confirm that if the ceiling fan(s) were installed and mounted in accordance with manufacturer's specifications. Fan installation requires approved bracing and building permits, which could not be verified by our inspection.

# **Detached Structure**

# **BASIC INFORMATION**

Number of bedrooms: Two

Number of bathrooms: One and one-half

Window material: Metal

Window type: Horizontal sliding windows

Window glazing: Double pane Finished ceiling material: Drywall

Finished floor material: Carpet and vinyl

Finished wall material: Drywall

# **SURFACES: OVERALL**

The interior wall, floor, and ceiling surfaces were generally in serviceable condition, taking into consideration normal wear and tear.

# **FLOORS: OVERALL**

There are cosmetic floor blemishes which can be eliminated in the course of routine maintenance.

#### WINDOWS: OVERALL

The tested windows were operating and are in serviceable condition.

There are double pane doors/windows installed in this residence. The seals can break in these glasses ANY TIME without any warning and condensation water/stain can appear between panes! This condition might not be possible to identify at the time of our inspection due to weather, temperature, light conditions, accessibility and cleanliness of the doors/windows.

# **DETECTORS: OVERALL**

The smoke alarms were inspected for location only. For future reference, testing with only the built-in test button verifies proper battery and horn function, but does not test the smoke sensor. We advise testing with real or simulated smoke.

This structure has no carbon-monoxide alarm. We recommend its installation prior to sale and the close of escrow, in accordance with present standards (centrally located near bedrooms).

Present standards require smoke alarms in all bedrooms. Complying with state laws is recommended for increased safety, before occupancy. (within 12 inches of the highest point of the ceilings) The hallway smoke detector shall be hard wired as required (structures built after 1976). We recommend replacing present battery operated unit for a hard wired detector, per standards.

#### **MISCELLANEOUS**

We were not able to confirm that if the ceiling fan(s) were installed and mounted in accordance with manufacturer's specifications. Fan installation requires approved bracing and building permits, which could not be verified by our inspection.

# **Bedroom**

Bedrooms, closets (and other occupied rooms) are visually inspected only for general state of repair.

Due to the presence of the furnishing and personal properties, our review of these areas is limited to readily accessible and visible areas only. We do not move furnitures, lifting carpets, touching personal properties, etc.

#### **Detached Structure Left Front**

#### **CLOSET DOORS**

The sliding closet door bottom guide is damaged and/or missing. We recommend replacing it for proper and safe operation.

### **Detached Structure Left Rear**

#### **WINDOWS**

There is no openable window in this room. An emergency egress meeting certain requirements is mandatory for all sleeping areas. The opening must be a minimum of 20 inches wide and 24 inches high. We recommend installation of such an egress in accordance with present standards, for safety!



#### **VENTILATION**

The ceiling fan was wobbly when operated. We recommend repair or rebalancing it for proper and safe operation.

# **Main House**

### **RECEPTACLES**

There are ungrounded three prong receptacles noted in this area. We recommend them be properly grounded, for safety or restore their original two prong configuration.

#### **DOORS**

Closet doors have been removed. We recommend that doors be installed in all necessary openings and checked for proper operation.

The exterior sliding door in primary bedroom does not operate properly, indicating the track is misaligned, dirty, or the wheels are damaged. We recommend repair for proper operation.

The primary bedroom entry door is damaged. We recommend it be replaced.

# **Bathroom**

Bathrooms are visually inspected for proper function of components, active leakage, excessive or unusual wear and general state of repair. Fixtures are tested using normal operating features and controls. Due to finished surfaces such as drywall/plaster, tile, and flooring, much of the bathroom is considered inaccessible. We do not test or confirm proper application of secondary equipment including but not limited to steam units, spa tubs, heated towel bars, etc.

# **Primary**

#### **BASIC INFORMATION**

Toilet: Ceramic unit with a porcelain finish Wash basin: Ceramic unit with a porcelain finish

Bathtub: Molded fiberglass Shower walls: Mortar set tile

# **DRAIN TRAP**

The drain trap and associated piping are ABS plastic.

#### **TOILET**

The toilet was flushed and appeared to be properly functioning.

#### **WATER BASIN**

The drain stop is defective. We recommend it be repaired or replaced.

# **BATHTUB**

The bathtub appears to be in serviceable condition.

Our testing of the tub does not include to fully filling it with water and draining it through the overflow drain line. In some cases this overflow is not installed properly/loose and leaking. Staining can take a while to develop. We recommend further evaluation of its installation and testing before using it, to prevent water damage.

#### **HYDROTHERAPY TUB**

Failure to follow proper cleaning and maintenance procedures for the whirlpool bath circulation system can result in the growth and transmission of infectious bacteria. The circulation system should be flushed regularly.

The hydrotherapy tub was installed at some point after the completion of the original construction. The owner may have information about permits that were required, obtained and completed.

The GFCI protection for the spa tub is provided by a GFCI receptacle located underneath the unit. We advise testing on a monthly basis.

The pump housing lacks a proper body bond (gauge/#8 bare copper wire connected to pool vessel reinforcing steel rebar system). It is recommended that this installation be corrected for safety, per standards.



# **RECEPTACLES**

There is no GFCI (ground fault circuit interrupter) protection for this bathroom. For an increased margin of safety, we recommend the installation of a GFCI receptacle, per standards.

# **SHOWER WALLS**

The shower walls appear to be in serviceable condition.

#### **GLASS ENCLOSURE**

There is neither curtain nor a glass enclosure at the shower. We recommend that the shower not be used until one or the other is installed to prevent "flooding" and water intrusion.

# **BATHROOM FLOOR**

The finish floor in this bathroom is tile.

The floor appears to be in serviceable condition.

#### **VENTILATION**

Ventilation requirements are met by the window in the bathroom. Because windows in this position are often never used, installation of an exhaust fan should be considered.

### **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

# **Left Rear**

# **BASIC INFORMATION**

Toilet: Ceramic unit with a porcelain finish

Wash basin: Ceramic unit with a porcelain finish

Shower walls: Mortar set tile

#### **DRAIN TRAP**

The drain trap and associated piping are ABS plastic.

The drain trap has been installed in a substandard manner. We recommend it be repaired or replaced.



#### **TOILET**

The water was off at the toilet at the time of our inspection. We do not test angle stops. We recommend inquiries from seller as for the reason for this condition. The toilet should be restored to normal operation.

#### **WATER BASIN**

The drain stop is defective. We recommend it be repaired or replaced.

# **SHOWER**

The shower was operated for the inspection and appeared to be in serviceable condition.

A water test of the shower pan is beyond the scope of this inspection. This test often performed as a part of a standard pest inspection.

#### **RECEPTACLES**

GFCI (ground fault circuit interrupter) protection has been installed providing an increased margin of safety. We recommend testing the device on a monthly basis.

#### **LIGHTS**

Unapproved lighting fixture has been installed in the shower. We recommend it be replaced with an approved fixture, "listed" for use in wet locations.

# **SHOWER WALLS**

The shower walls appear to be in serviceable condition.

# **GLASS ENCLOSURE**

There is neither curtain nor a glass enclosure at the shower. We recommend that the shower not be used until one or the other is installed to prevent "flooding" and water intrusion.

# **BATHROOM FLOOR**

The finish floor in this bathroom is tile.

The floor appears to be in serviceable condition.

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#### **COUNTERTOPS**

The countertop is granite.

The countertop shows typical wear and tear, normal for this heavily used component. We considered the flaws cosmetic in nature.

#### **DOORS**

The existing lock is the type that requires a key to operate from either side. This condition provides more security but can also be a hazard, especially in an emergency. We recommend to replace it in accordance with present standards.

The door swings/open over a step down area, presenting a hazard. We recommend correcting this installation for safety in accordance with standards.

#### **VENTILATION**

There is no window and no exhaust fan in this bathroom. Present building standards require ventilation to the outside air. This condition is considered a significant defect. We recommend installation of ventilation as per present standards.

#### **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

This area was improved after original construction. We recommend the owner or building department be consulted to determine if permits were secured and 'signed off' for all improvements completed.

# **Detached Structure Exterior**

# **BASIC INFORMATION**

Toilet: Ceramic unit with a porcelain finish

Wash basin: Ceramic unit with a porcelain finish

## **FIXTURES**

The sink faucet is loose. We recommend the faucet be tightened and the joint sealed to prevent leakage.

#### **DRAIN TRAP**

The drain trap and associated piping are ABS plastic.

## **TOILET**

The toilet was flushed and appeared to be properly functioning.

#### **WATER BASIN**

The wash basin appears to be in serviceable condition.

#### **RECEPTACLES**

The GFCI protection for this bathroom did not function when tested. We recommend the source of the problem be identified and corrected, for safety!

#### **INTERIOR WALLS**

There is what appear to be a "black substance" built up noted on the exposed wall surfaces in adjacent storage room area. Because of the apparent moisture intrusion, we recommend to retain an environmental specialist before the close of escrow to test for toxic molds and evaluate this condition. Repair and remediation should be made as recommended.



#### **BATHROOM FLOOR**

The finish floor in this bathroom is linoleum.

It is important to maintain the caulking around bathtubs and showers, especially at the intersection between the tub or shower and the floor. Failure to maintain this seal will often result in damage to flooring materials, subflooring and framing.

# **COUNTERTOPS**

The countertop lacks a backsplash. As an upgrade, we recommend that a backsplash be installed.

#### **DOORS**

The door swings/open over a step down area, presenting a hazard. We recommend correcting this installation for safety in accordance with standards.

# **VENTILATION**

Ventilation in this bathroom is adequate (window only).

# **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

# **Detached Structure Hallway**

#### **BASIC INFORMATION**

Toilet: Ceramic unit with a porcelain finish Wash basin: Corian or cultured marble Shower walls: Molded fiberglass

# **FIXTURES**

The escutcheon at the shower faucet is loose. We recommend tightening and/or sealing this trim piece for a better appearance and to avoid leakage in this area.

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Low water flow was observed at the sink faucet. We recommend further evaluation of this condition and repair as necessary.

#### **DRAIN TRAP**

The drain trap and associated piping are ABS plastic.

The drain trap has been installed in a substandard manner. We recommend it be repaired or replaced.

#### **TOILET**

The toilet is loose at the floor. While no damage was evident, this condition should be taken care of so that leakage would not develop and cause damage. We recommend that the toilet be removed and rebolted with a new wax seal and caulked around at its base at floor.

#### **WATER BASIN**

The drain stop is missing. We recommend it be replaced.

# **SHOWER**

A water test of the shower pan is beyond the scope of this inspection. This test often performed as a part of a standard pest inspection.

#### **RECEPTACLES**

GFCI (ground fault circuit interrupter) protection has been installed providing an increased margin of safety. We recommend testing the device on a monthly basis.

# **SHOWER WALLS**

The shower walls appear to be in serviceable condition.

# **GLASS ENCLOSURE**

There is neither curtain nor a glass enclosure at the shower. We recommend that the shower not be used until one or the other is installed to prevent "flooding" and water intrusion.

## **BATHROOM FLOOR**

The finish floor in this bathroom is linoleum.

The floor is damaged. We recommend that it be replaced.

For attention to the condition(s) noted, and/or cost estimates, if necessary, we recommend the advice and services of a licensed flooring contractor.

# **VENTILATION**

Ventilation requirements are met by the window in the bathroom. Because windows in this position are often never used, installation of an exhaust fan should be considered.

#### **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

# **Family Room**

# **Main House**

# **RECEPTACLES**

There is no GFCI (ground fault circuit interrupter) protection for wet bar area countertop receptacle(s). For an increased margin of safety, we recommend the installation of a GFCI receptacle(s) at ALL counter top locations, in accordance with present standards.

#### **SINK**

The drain piping has leaked in the past. No active leaks were noted at the time of this inspection, but we recommend that the drain trap be monitored for signs of active leakage and repair be made as necessary.

# Main House Sun-room

# **GENERAL COMMENT**

This area (rear sunroom) was added or improved after original construction. We recommend the owner or building department be consulted to determine if permits were secured and signed off for all improvements completed.

# **Kitchen**

The kitchen is visually inspected for proper function of components, active leakage, excessive or unusual wear, and general state of repair. We inspect built-in appliances to the extent possible using normal operating controls. The appliances are inspected for basic/primary function and general condition. Features/options (thermostats, clocks/timers, self cleaning function of ovens, etc.) of appliances are beyond the scope of our inspection and not tested. Actual effectiveness of appliances is not determined. Freestanding stoves are operated, but refrigerators, small appliances, portable dishwashers, and microwave ovens are not tested. Areas such as behind and below cabinets, behind appliances, and inside cabinets which are filled with storage are considered inaccessible areas and are not inspected and not included as part of this inspection.

# **Main House**

## **BASIC INFORMATION**

Energy: Gas appliances only

Ventilation: Exhaust filtered and recirculated into the kitchen

#### **DRAIN TRAPS**

The drain trap and associated piping are ABS plastic.

# **AIR GAP**

The dishwasher drain is equipped with an air-gap fitting (the cylinder protruding above the sink). This assures separation of the supply water from the waste water.

#### SINK

There is a double sink.

The sink appears to be properly installed. When operated, it was observed to be fully functional and in serviceable condition.

#### **RECEPTACLES**

GFCI protection was found only within 6 feet of the sink base. However, there are no GFCI(s) for the rest of the countertop receptacles. We recommend upgrade with GFCI receptacles at all countertop locations for an increased margin of safety, per present standards. Testing them on the monthly basis is recommended.

The GFCI receptacles at the right side of sink responded to its test button but did not trip when tested with an external tester. This suggests improper wiring or a defective device. We recommend it be rewired or replaced as necessary, for safety.

#### **FLOOR**

There are a few blemishes in the tile floor covering but the kitchen floor is in serviceable condition.

# **CABINETS**

There are holes in the drywall in the cabinet. We recommend that this be corrected to improve appearance and as security against insects and rodent pests.

#### **COUNTERTOPS**

The countertop is granite.

The countertop shows typical wear and tear, normal for this heavily used component. We considered the flaws cosmetic in nature.

#### **VENTILATION**

Kitchen ventilation is provided by a range hood over the stove. The fan appears to be in serviceable condition. This fan does not vent to the exterior and has a charcoal activated filter which must be replaced periodically.

## **MISCELLANEOUS**

The microwave was operated with its regular control (tested basic function only!) and found to be in working condition. Any further testing is not within our scope.

Inspection of the refrigerators, freezers, wine coolers, and other cooling appliances inspection is not within the scope of this inspection.

There is a water filter or water filtration system installed in the kitchen under the sink. Inspection of the proper installation and/or operation of the filtration system is not within the scope of our inspection. We recommend to consult a specialist on this matter.

#### **STOVE**

The range shall be secured with an anti-tip device (braced), for safety (if children is stepping on open oven door, etc.). The range was not moved and the presence and/or proper installation of this device could not be verified.

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The gas range energy source was shut off and the appliance was not operational. We cannot offer opinions about system performance or general state of repair. We recommend inspection when service has been restored.

#### **DISPOSAL**

The disposal was turned on with normal user controls and observed to be in satisfactory working condition.

#### **DISHWASHER**

The dishwasher responded to normal user controls and was found in serviceable condition.

#### **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

# **Detached Structure**

# **BASIC INFORMATION**

Energy: Gas appliances only

#### **DRAIN TRAPS**

The drain trap and associated piping are ABS plastic.

#### **SINK**

The sink is metal.

There is a double sink.

The sink appears to be properly installed. When operated, it was observed to be fully functional and in serviceable condition.

#### **WIRING**

We found exposed wiring in the hood cabinet. Even if insulated, we recommend all wiring be encased in a conduit or otherwise protected in accordance with present standards.

# **RECEPTACLES**

GFCI protection was found only within 6 feet of the sink base. However, there are no GFCI(s) for the rest of the countertop receptacles. We recommend upgrade with GFCI receptacles at all countertop locations for an increased margin of safety, per present standards. Testing them on the monthly basis is recommended.

#### **FLOOR**

The vinyl floor covering is damaged. We recommend it be repaired.

# **COUNTERTOPS**

The countertop is a plastic laminate.

The countertop shows typical wear and tear, normal for this heavily used component. We considered the flaws cosmetic in nature.

The countertop lacks a backsplash. As an upgrade, we recommend that a backsplash be installed.

#### **VENTILATION**

The range hood is not vented anywhere, we recommend correcting this installation in accordance with manufacture's specifications.

#### **MISCELLANEOUS**

Inspection of the refrigerators, freezers, wine coolers, and other cooling appliances inspection is not within the scope of this inspection.

The loft area and pull down ladder was added and/or improved after original construction. We can not verify it's proper structural design and installation (use of required screws/nails, etc.). We recommend the owner or building department be consulted to determine if permits were secured and "signed off" for all improvements completed.



# **STOVE**

The range shall be secured with an anti-tip device (braced), for safety (if children is stepping on open oven door, etc.). The range was not moved and the presence and/or proper installation of this device could not be verified.

The gas range energy source was shut off and the appliance was not operational. We cannot offer opinions about system performance or general state of repair. We recommend inspection when service has been restored.

# **DISPOSAL**

The disposal is "frozen" or jammed. We recommend it be repaired.

# **DISHWASHER**

There is no dishwasher installed.

# **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

# **Laundry Area**

Laundry areas and/or laundry rooms are visually inspected for general state of repair. Due to their hidden nature, we do not review appliances connections, hookups, or venting. Operation and/or

inspection of the appliances is not within the scope of this inspection and is not included.

# **Detached Structure**

#### **CEILING**

We noted water staining on the ceiling. The source of the moisture should be identified and corrected, and the surface prepared and refinished to restore its appearance.

#### **DRYER VENT**

Typical standards for dryer vents require a 4 inch, smooth wall duct, no longer than 14 feet, with a hooded damper at the exterior termination. A flexible vent (6 ft max) may be used at the dryer connection but cannot go through floors or walls.

#### WASHER/DRYER

The hookups for the washer and dryer were inaccessible and not inspected. We recommend inspection when access is provided. We also recommend replacing the water hook-up lines to prevent flooding. (as a preventing care)

The dryer hookup is intended for a gas unit only.

# **Main House**

#### **DRYER VENT**

Typical standards for dryer vents require a 4 inch, smooth wall duct, no longer than 14 feet, with a hooded damper at the exterior termination. A flexible vent (6 ft max) may be used at the dryer connection but cannot go through floors or walls.

#### WASHER/DRYER

The hookups for the washer and dryer were inaccessible and not inspected. We recommend inspection when access is provided. We also recommend replacing the water hook-up lines to prevent flooding. (as a preventing care)

As a preventive measure, we recommend that a drained catch pan be installed under the washing machine to prevent leakage into the flooring and damage to surrounding areas in the event of a leak or overflow.

The dryer hookup is intended for a gas unit only.

# Garage

Garages and/or vehicle storage areas are visually inspected for general state of repair. Due to the presence of the storage and personal property, our review of these areas is limited.

#### **Main House**

# **RECEPTACLES**

GFCI (ground fault circuit interrupter) protection has been installed providing an increased margin of safety. We recommend testing the device on a monthly basis.

Present standards require to provide a minimum of eighteen inches of clearance between any ignition source and the garage floor (electrical outlets, etc.). This configuration helps prevent ignition of fumes from spilled flammable liquids. We recommend correcting present installation for safety.

# **GARAGE DOOR OPENER**

The garage door opener(s) operated to raise and lower the door(s), including the auto-reverse mechanisms, which stopped and reversed the direction of the door(s) when an object was detected by the photo sensors in their path.

#### **WALLS**

The walls are a combination of surfaces.

The wall surfaces are blemished, and should be repaired in the course of routine maintenance.

## **CEILING**

The storage/shelves installed in the garage were not designed or constructed to support heavy loads. Storage of light items would be appropriate, but the storage of heavy items is discouraged.

#### **FLOOR**

The floor is a concrete slab.

There is cracking in the concrete floor slab but there is no vertical displacement of the slab noted.

There are signs of water seepage at exterior walls/footing, suggesting inadequate drainage. We recommend the owner be consulted regarding the cause, extent, and frequency of seepage that has occurred and corrective repairs that may have been performed.



# **GARAGE DOORS**

The garage door is a single roll up design.

Operation of the door(s) is controlled by a motorized mechanism, more commonly referred to as an automatic opener.

The garage door(s) was operated and appears to be in generally serviceable condition.

Our review of the garage door(s) does not include resistance testing of the pressure switch and/or correct balance of the door springs. Further review by a specialty contractor is suggested.

#### **VENTILATION**

The garage is not vented. There is the possibility that flammable fumes, exhaust gases can collect in an unvented garage. We recommend installation of ventilation as an upgrade (upper and lower vents).

#### FIRE SEPARATION

The wall between the garage and the living space appears to be of fire resistive construction as required by today's building standards.

#### **PASSAGE DOOR**

Standards require the door between the garage and the living space to be a fire rated door with an automatic closer. We recommend the existing door be replaced with an approved door which will provide a greater margin of safety.

#### **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

This area was added and/or improved after original construction. We recommend the owner or building department be consulted to determine if permits were secured and "signed off" for all improvements completed.

# **Detached Structure**

# **WIRING**

There is an open junction box noted. We recommend this box be covered to protect the wiring connections.



#### **RECEPTACLES**

There is no GFCI (ground fault circuit interrupter) protection for this area. For an increased margin of safety, we recommend the installation of a GFCI receptacle, in accordance with present standards.

# **GARAGE DOOR OPENER**

The garage door opener operated properly to raise and lower the door, including the auto-reverse mechanism. However, the motion sensors were mounted too high on the frame, which could pose a safety hazard. We recommend to relocating them to the required clearance from the floor surface (6 inches).

# **WALLS**

The walls are a combination of surfaces.

The wall surfaces are blemished, and should be repaired in the course of routine maintenance.

#### **CEILING**

The underside of the roof sheathing is water stained. This condition should be further evaluated by a licensed roofing contractor, before the close of escrow.

#### **FLOOR**

The floor is a concrete slab.

There is cracking in the concrete floor slab but there is no vertical displacement of the slab noted.

There are signs of water seepage at exterior walls/footing, suggesting inadequate drainage. We recommend the owner be consulted regarding the cause, extent, and frequency of seepage that has occurred and corrective repairs that may have been performed.

There is no safety barrier located in front of the gas appliances (water heater) as present standards require it. We recommend installing one, for increased safety.

#### **GARAGE DOORS**

The garage door is a single roll up design.

Operation of the door(s) is controlled by a motorized mechanism, more commonly referred to as an automatic opener.

The garage door(s) was operated and appears to be in generally serviceable condition.

Our review of the garage door(s) does not include resistance testing of the pressure switch and/or correct balance of the door springs. Further review by a specialty contractor is suggested.

# **VENTILATION**

The garage is not vented. There is the possibility that flammable fumes, exhaust gases can collect in an unvented garage. We recommend installation of ventilation as an upgrade (upper and lower vents).

# **FIRE SEPARATION**

The wall between the garage and the living space appears to be of fire resistive construction as required by today's building standards.

#### **PASSAGE DOOR**

The door between the garage and the living space is of fire resistive construction, however, a self-closing mechanism does not close/latch and the door is no longer a fire-rated assembly. We recommend the self-closing feature be restored, in accordance with standards.

#### **GENERAL COMMENT**

This area is in need of repair as noted above or in other sections of this report.

# **Living Room**

# **Detached Structure**

# **RECEPTACLES**

A receptacle cover plate is damaged. We recommend it be replaced during the course of normal maintenance.

# **Main House**

# **RECEPTACLES**

There are several ungrounded three prong receptacles in this area. We recommend they be properly grounded or restored to their original two prong configuration.

# Pool / Spa

Pools and spas contain plumbing, electrical, heating and mechanical components. Inspection of these elements is limited to the main pump, filtration system, gas heaters (where applicable), exposed and accessible lines and fixtures. Inspected items are examined for significant non-performance, excessive or unusual wear, leakage and general state of repair. Pool/spa bodies, portable spas, non-visible waste, return/supply lines, spa jet water force, buried electrical conduit, thermostats, heating elements, solar systems, chemical dispensers, water chemistry (chlorine feeder/generator, salt water system), conditioning devices, timers, controllers, sweeps, covers and gas lines are considered beyond the scope of this inspection. We do not test for pool vessel, pool line leak (we don't pressure or dye test the system). Review of these items requires a qualified and licensed specialist and usually intrusive/exhaustive testing. This is a limited basic function inspection with a focus on safety. Further review by a professional is always recommended.

## **BASIC INFORMATION**

Type: Pool and spa Pool location: In ground



Spa location: Above ground

Pool/spa material: Gunite/plastered Spa heat source: Electric 240 volt

#### **HEATER**

The heating system was turned on with its regular controls and found to be inoperative at the time of inspection. Further evaluation, testing of this system is recommended prior to close of escrow.



# **ELECTRICAL**

The pool heater equipment metal housing is not bonded. We recommend the unit be bonded in accordance with present standards, for safety.

#### **PLUMBING VALVES**

There is no water fill valve installed.

We recommend the exposed pool equipment area PVC pipes be protected (painted, wrapped with tapes, etc.) from sun's UV exposure, per standards, to preventing deterioration of these lines.

# **DEFINITIONS**

The filtration system employs diatomaceous earth to cleanse the water. Testing of the backflush mechanism is beyond the scope of this inspection.

A pressure gauge is used to determine the need for filter servicing and cleaning. A pool specialist should be consulted concerning proper operating pressure.

# **FILTER**

The filtration system appeared operational at the time of inspection.

No glass was observed at the face of the pressure gauge. We recommend replacing this gage for proper operation.



#### **PUMP**

The pump housing lacks a proper body bond (gauge/#8 bare copper wire connected to pool vessel reinforcing steel rebar system). It is recommended that this installation be corrected for safety, per standards.

The pool/spa filtration pump electrical circuit shall have GFCI protection (breaker), per present standards (since 2007). We recommend upgrade for safety!

California Title 20 pool filtration pump energy efficiency requirement - enacted January 1, 2008:

Pool filtration pumps (sold) installed after effective date SHALL have 2 or more (multi) speeds. Present filtration pump had no multi/variable speed.

We are not able to verify present pump's manufacturing/installation dates and compliance with above mentioned efficiency requirement. We recommend a licensed pool contractor to confirm compliance with these present standards.



#### **POOL SWEEP**

A pool sweep has been installed to aid in maintaining a clean pool environment. The sweep pump system and all related equipment are beyond the scope of this inspection.

#### **SUBPANEL**

The pool filtration timer box is rusted. We recommend it be primed and sealed to prevent further deterioration.

Loose/damaged conduit was noted at the timer box, presenting a hazard. We recommend these connections be repaired for safety.



#### **LIGHTS**

The pool light was operational at the time of inspection.

The GFCI device that protects the pool light circuits was NOT functioning. We strongly urge replacing it to preventing shock hazard or death!

#### **BONDING**

ALL METALLIC items near/close proximity (within 5 feet) to the pool vessel and at pool equipment area shall be bonded to the pool structure metal rebar system. These include fencing, windows/doors, patio covers/brackets, metal housings (pumps, filter, heater, etc.), railings, pool ladders, electrical panel, etc. Due to finished surfaces and/or inaccessibility, proper bonding of those metal items could not be verified.

#### **COPING/FLATWORK**

Coping and flatwork has been installed around the perimeter of the pool.

We noted wear, stained and discolored areas on the pool surfaces. We recommend a pool contractor to evaluate these condition.

Our inspection does not include test for pool/spa vessel or plumbing line leaks. We recommend a licensed and qualified pool specialist to perform such tests (pressure, dye), before the close of escrow.

The coping and flatwork appeared to be serviceable condition at the time of inspection.

#### SLIDE/DIVING BOARD

Our inspection does not include the slide! Water slides have a history of safety issues. Safety requirements may have changed since the installation of this slide. We recommend to check present standards with local building authorities. For safety reasons, discontinuing usage and removal of this equipment is strongly recommended.



#### **FENCING/GATES**

Because of the pool and/or spa on this site this pool and/or spa SHALL have two out of the seven drowning prevention safety features that Section 115922 of the California Heath and Safety Standards require (pool and/or spa built or remodeled after January 1, 2007)!

The fence gates, side garage door and all doors that provide direct access to pool/spa must be self closing and latching (latch must be a min.of 54 inches high) to preventing access to small children. The fence must be 5 feet high and non-climbable and a maximum of four inches space between its vertical elements (2 inches maximum at its bottom clearance from finished grade/dirt or 4 inches from concrete floor). Gates shall open away from pool/spa. All doors, windows leading to pool/spa area should have an approved sound alarm installed per present standards. An approved safety pool cover (as defined in Section 115921), an alarm that, when placed in a pool or spa, will sound upon detection of accidental or unauthorized entrance into the water (surface motion, pressure, sonar, laser, and infrared type of alarms).

This safety barrier doesn't comply with present safety requirements! Compliance with this California State Law is STRONGLY recommended!

#### **GENERAL COMMENTS**

The inspection revealed reportable conditions. We recommend that a licensed pool specialist be contacted, before the close of escrow, to evaluate this system and determine what corrective measures are necessary.

For further evaluation, including cost estimates, we recommend the advice and services of a licensed pool contractor, before the close of escrow.

The spa (was not filled with water) and its equipments were not inspected. Its inspection is not part of this Report.



## **Attic**

The attic contains the roof framing and serves as a raceway for components of the mechanical systems. There are often low clearances, framing designs, heating ducts, electrical wiring, appliances and plumbing vents in the attic. We visually examine the attic components for proper function, excessive or unusual wear, general state of repair, leakage, venting and misguided improvements. Where walking in an unfinished attic can result in damage to the ceiling, and/or judged to be a safety hazard to the inspector, inspection is conducted from vantage points and some cases from the access openings only. Attic inspection is not comprehensive. Defects may exist in attics which are concealed from view, covered by insulation, etc.

We are not identifying or examining presents or conditions related to rodents, other animals, insects, wood destroying organisms/insects, mold/mildew or the damage caused thereby.

#### **ACCESS/ENTRY**

The attic access is located in the hallway.

Because of the vaulted, or "cathedral", ceiling design in portions of the building, these areas did not include an accessible attic space. The roof structure and related building components in these areas could not be inspected.

Due to limited clearances, only a partial inspection of the attic space was performed from the access opening.

The attic and all related components are inspected visually from an area that does not put either the inspector or the home at risk. The method of inspection is at the sole discretion of the inspector and depends on the number of factors including, but not limited to, accessibility, clearances, installation levels, stored items, temperature, etc. The inspector will access the attic, if possible, but most attics are unfinished and outside living spaces of the home. Many attics are too dangerous to fully enter or are not accessible due to houses' structures. Hidden attic damage is always possible, and no attic can be fully evaluated at the time of the inspection.

If full/safe access is required for maintenance, installation of secured walking planks above the ceiling joists would be a beneficial upgrade.

#### **RAFTERS**

Rafters are boards that support the roof sheathing, which in turn, supports the roof covering.

The rafters are 2 x 4 placed 24 inches on center.

The roof structure appears to be constructed in a manner typical of houses of this type and age. The rafters are generally in serviceable condition, where seen, and have performed adequately since their installation.



#### **SHEATHING**

The roof sheathing is the material directly supporting the roof covering.

The roof sheathing is boards nailed solidly across the rafters with no gaps between them.

The visible portion of the roof sheathing appears to be in serviceable condition.

The underside of the roof sheathing is water stained. This condition should be further evaluated by a licensed roofing contractor, before the close of escrow.

#### **PURLINS**

Purlins are the boards, perpendicular to the rafters, which provide mid-span support.

The original purlins are in place and appear to have performed adequately, where visible.





#### **CEILING JOISTS**

Ceiling joists are the structural members which support the finished ceiling and serve as an important component of the roof structure.

The visible ceiling joists appear to be in serviceable condition.

#### **VENT LINES**

The vent piping for the waste system appears to be properly installed and in good condition.

#### **WIRING**

Much of the wiring in the attic is covered by insulation and could not be inspected. The visible wiring appears to be in serviceable condition.

There is loose romex wiring noted in attic. We recommend that all loose wiring be secured to the framing in accordance with present standards.

#### **INTERIOR LIGHTS**

In the case when recessed lights installed, we can not verify that if these recessed light fixtures which project into the ceilings are "I.C." (Insulation Contact) rated. We recommend further evaluation. If not I.C. rated, they should be shielded from contact with insulation. This is usually accomplished by installing a round sheet metal baffle.

The attic space is not equipped with a light fixture. Present standards require switched lighting in attic, when an appliance (HVAC) is installed in that area. We recommend proper lighting be installed.

#### **DUCTS**

The visible and accessible sections of the ducts appear to be in serviceable condition.





#### **DUCT INSULATION**

The visible and accessible ducts are insulated with fiberglass. The insulation appears to be serviceable condition.

#### **VENTILATION**

Our feeling regarding attic ventilation is that "you can never have too much". Attic ventilation can be provided by eave, gable, and ridge vents as well as by automatic and wind driven fans. We encourage use of any or all of the above.

The attic is adequately vented. Good ventilation helps reduce attic moisture levels and prevents condensation on the underside of the roof. In addition, it reduces heat build-up in the attic, making the house more comfortable.

There is a whole house fan installed in hallway ceiling. There is no safety barrier around it in attic. We urge extra caution around this fan in attic, to prevent injury!!



#### **MISCELLANEOUS**

This attic space is not designed for storage. Access and load bearing ability of the existing framing leads us to advise against storage of any personal items in this space.

# Insulation/Energy

Insulation, weatherstripping, dampers, double-glazed glass and set-back thermostats are features that help reduce heat loss and/or gain and increase system and appliance efficiency. Our visual inspection includes review to determine if these features are present in representative locations and we may offer suggestions for upgrading. Our review of insulation is based upon a random sampling of accessible areas and does not warranty that all areas are uniformly insulated or are insulated to current standards. It is our opinion that all homes could benefit from energy conservation upgrades, and we suggest that you consult professionals.

#### **ENERGY SAVING ITEMS**

Setback clock thermostat: None installed

#### **GENERAL CONSERVATION**

Low Flow Toilets: Installed

#### **ATTIC INSULATION**

Due to access limitations, the insulation was only spot checked.

The attic has blown-in mineral wool insulation.



#### **WALL INSULATION**

We were unable to access the wall cavities and/or determine the presence or condition of insulation.

# **Locations of Emergency Controls**

In an emergency, you may need to know where to shut off the gas, the water and/or the electrical system. We have listed below these controls and their location for your convenience. We urge that you familiarize yourself with their location and operation.

#### **METER&MAIN**

**ELECTRICAL SYSTEM** 

The meter and main electrical service panel are outside on the front of the detached building.



#### MAIN DISCONNECT

**ELECTRICAL SYSTEM** 

The main disconnect is incorporated into the electrical service panel.

#### WATER SHUTOFF LOCATION

**PLUMBING** 

The domestic water supply main shut-off valve is outside at the front of the building.



#### **SEWER CLEANOUT**

**PLUMBING** 

A sewer cleanout is located on the left side of the structure.

The main sewer cleanout is located in the driveway.



#### **GAS METER LOCATION**

**PLUMBING** 

The gas meter is outside on the right side of the building. The main gas supply shutoff valve is located on the riser pipe between the ground and the meter. This valve should be turned 90 degrees (either way) in order to shut off the gas.



# **Environmental Concerns**

Environmental issues include but are not limited to radon, fungi/mold, asbestos, lead paint, lead contamination, toxic waste, formaldehyde, electromagnetic radiation, buried fuel oil tanks, ground water contamination and soil contamination. We are not trained or licensed to recognize or discuss any of these materials. We may make reference to one of more of these materials in this report when we recognize one of the common forms of these substances. If further study or analysis seems prudent, the advice and services of the appropriate specialists are advised.

# Conclusion

#### **COMMENTS**

This structure appears to be of standard quality, in need of miscellaneous repair and upgrading. There is also maintenance in need of attention. Examples of these conditions have been described in this report. If performed routinely, this type of construction requires average maintenance to keep it serviceable condition.

For further evaluation of the energy efficiency of this building and its component systems, we recommend that you contact the local utility.

We have performed a limited visual inspection of the readily accessible areas of the building and major systems, but did not move furniture, appliances, carpets, pictures, stored belongings, etc. Those areas considered to be inaccessible for our inspection.

If, there is any health concern regarding air quality (mold presence, radon, etc,) in this building or surrounding areas, whether or not we noted any visual signs of water intrusion, stains, moisture damage or "mold like substance" on any exposed and visible area, we recommend to retaining a proper and qualified specialist and specific tests and/or inspections be performed before the close of escrow.

Buyers are advised that manufacturers and/or government entities may at any time issue recalls/warnings (that we're not aware of) about products that may be present in this property. We recommend to visit www.cpsc.gov or other websites for updated information.

Repairs, further evaluation and service recommendations that we make in this report should be completed before the close of escrow by qualified specialists, who may identify additional defects. Repairs and/or upgrades should be made as recommended.

Inspection of fireplaces and chimneys is a limited general "Level 1" style visual inspection of external components of systems only. A "Level 1" inspection is not conclusive and inherently limited. For conclusive evaluation of fireplace/chimney conditions, a "Level 2" inspection (video scope and/or chase, shaft access, etc.) performed by a fireplace specialist is necessary and advised. (Level 1, 2 & 3 inspections as defined by the National Fire Protection Agency - NFPA)

Our observations or comments on items, areas and/or systems that are not within the scope of our standards, are made as courtesy/information only and do not represent an inspection. Specialists of those fields should perform further evaluation.

The Ehrlich Report 2176 Calle Nardo Thousand Oaks, 91360 Wednesday, September 4, 2024

State of California and various counties and/or cities have adopted retrofit requirements. State of California requires smoke and carbon monoxide detectors and water heater earthquake strapping be installed. Individual City or County re-sale requirements however vary widely. We may not be familiar with all these ordinances/requirements. We recommend buyers to check with local building authorities for the most current requirements, before the inspection contingency period expires. Retrofit Certificate should be obtained from a licensed retrofitter, if required in this locale.

This structure has been added to and/or upgraded. The owner may have pertinent information regarding both the extent of the work performed and the status of all PERMITS that were REQUIRED, issued and SIGNED by the appropriate authorities.

These items are included, but not limited to any retaining walls, structural addition, change/alteration/modification, roof replacement, deck, patio cover/gazebo, balcony installation, electric retractable awning, pool and/or spa, shower steamer, built-in gas BBQ / fire-pit / fireplace / patio heater, window and/or door replacement or retrofitting, any/all electrical/plumbing work (electrical panel upgrade, photovoltaic electric power system/solar panels, recessed lighting, ceiling fans, whole house or attic fan, etc.), copper re-piping, sewer line replacement, water heater / heating-A/C replacement/relocation, etc.).

# **Executive Summary**

This is a summary review of the inspectors' findings during this inspection. However, it does not contain every detailed observation. This is provided as an additional service to our client, and is presented in the form of a listing of the items which, in the opinion of your inspector, merit further attention, investigation, or improvement. Some of these conditions are of such a nature as to require repair or modification by a skilled craftsman, technician, or specialist. Others can be easily handled by a homeowner such as yourself.

Often, following the inspector's advice will result in improved performance and/or extended life of the component(s) in question. In listing these items, your inspector is not offering any opinion as to who, among the parties to this transaction, should take responsibility for addressing any of these concerns. As with most of the facets of your transaction, we recommend consultation with your Real Estate Professional for further advice with regards to the following items:

# **Roofing - Composition Shingle Main House**

#### **SURFACE**

**1:** The surface granulation are deteriorated (exposing fibers) and there are surface cracks developing. These are signs of aging. Regular/annual maintenance is recommended.

The condition(s) and/or configuration noted demands attention for the long term viability of the roofing surface. For necessary repair and/or preventive maintenance, we recommend the advice and services of a licensed roofing contractor before the close of escrow.

# **Electrical System**

#### SUBPANEL CIRCUITRY

**2:** The neutrals and the grounds are bonded together in the subpanel. This is not a permitted configuration because of a possible failure of the grounding system. We recommend the neutrals and the grounds be separated.

No proper ground wiring installed. We recommend repair for safety, per standards.

#### **RECEPTACLES: OVERALL**

**3:** There are ungrounded three prong receptacles installed in several areas through the main structure. We recommend all ungrounded 3 pronged receptacles be properly grounded or marked as ungrounded outlets or restored to their original two prong configuration.

#### **GENERAL COMMENT**

**4:** The electrical system is in need of repair. As noted in the Report, we observed instances of improper wiring, defective components, and/or unsafe conditions.

For attention to the items noted, and for further evaluation of the electrical system in this structure, we recommend that you retain a licensed electrical contractor before the close of escrow.

# **Plumbing**

#### **INTERIOR SUPPLY**

**5:** Copper piping is connected directly to galvanized piping at the water heater area piping. This configuration is not approved and can lead to deterioration of the galvanized pipe. We recommend the installation of an approved fitting at this location.

**6:** We found unsecured water piping at the exterior of the detached structure. We recommend it be fastened to the framing according to accepted standards.

#### **DRAIN LINES**

7: Sewer lines are under ground and not visible or accessible for visual inspection. We can't determine its condition. We recommend the lateral sewer line and its system's condition (material, deterioration, tree root blocking, etc.) be evaluated by a qualified specialist, before the close of escrow. (video scoping is suggested!)

# Water Heater Detached Structure

#### T/P RELEASE VALVE

**8:** The temperature and pressure relief valve lacks a discharge pipe. We recommend the installation of approved metal piping to an approved exterior location in accordance with manufacturer's specifications and present standards.

#### **VENTING**

**9:** The water heater vent is installed too close to a combustible surface in attic (wood frame, roof decking, etc.). We recommend that approved clearance be provided from any combustible materials for fire safety, per standards (minimum of 1 inch).

#### **SEISMIC RESTRAINT**

**10:** The water heater tank lacks seismic restraint. We recommend that the water heater be secured in accordance with standards established by state regulations.

For attention to the condition(s) noted above, we recommend the advice and services of a licensed plumbing contractor.

#### **GENERAL COMMENT**

**11:** The water heater has been replaced. We recommend to obtain and review all required permits.

The water heater's energy source was shut off and was not operational. We cannot offer opinions about its performance or general state of repair. We recommend inspection when the energy source has been restored.

For attention to the condition(s) noted above, we recommend the advice and services of a licensed plumbing contractor.

# Heat - Forced Hot Air Main House

#### **GENERAL COMMENT**

**12:** There is no visible service record of this equipment. Because of the age of this unit and/or noted items, we recommend this system be serviced and verified for safe use by a licensed heating contractor before the close of escrow.

There are newer, non-original HVAC components installed. We recommend to obtain and review all required permits.

**13:** There is no access flooring and service platform installed at the attic installed HVAC unit (from access opening), making inspection/servicing unsafe. The platform shall extend 30 inches in front of the unit. This condition presents a hazard! This HVAC unit was not accessed to nor inspected. We recommend correcting this condition for safe service access in accordance with present standards.

# Heat - Wall Heater Detached Structure

#### **VENT**

**14:** The gas wall heater unit has direct vent, natural gas appliance. When it's in use, its components will get hot! We URGE CAUTION be used around its exterior vent discharge area to preventing injury.

#### **GENERAL COMMENT**

**15:** The heating unit's energy source was shut off and the system was not operational. We cannot offer opinions about system performance or general state of repair. We recommend inspection when service has been restored.

There is no visible service record of this equipment. Because of the age of this unit and noted items, we recommend this system be service and verified for safe use by a licensed heating contractor before the close of escrow.

# **Air Conditioning**

#### **EVAPORATOR COIL**

**16:** The attic area A/C coil condensate drain line configuration lacks a secondary or back-up pipe (and catch pan) that routed to an approved exterior location (above a window or door). There could be a flow sensor/disconnect switch installed as an alternative solution. We recommend correcting this condition in accordance with present standards.

#### **Exterior**

#### **OUTDOOR RECEPTACLES**

17: GFCI protection was not found at the exterior spa deck area receptacles, where this feature is required. We recommend all exterior receptacles be located and tested and GFCI protection be installed at ALL exterior locations for increased safety.

**18:** The GFCI receptacle did not trip when tested (rear deck, etc.). We recommend it be replaced, for safety.

#### **WOOD SIDING**

**19:** Sections of the siding are damaged. We recommend reviewing termite inspection report and these sections be repaired or replaced as recommended.

#### **MISCELLANEOUS**

**20:** The storage sheds/spa deck-gazebo/chicken coop structures in backyard were not inspected and are not included in this report.

#### **GRADING**

**21:** Grading is sloped toward the detached structure. Low spots and negative grading promote water accumulation near the building, leading to foundation problems (settlement, seepage, etc.). Regrading would help ensure that surface water flows away from the structure.

#### **HAND RAILS**

**22:** There are no hand railings installed at the rear spa deck, sport court and driveway access area stairs. As a safety measure, we recommend that hand railings be installed, per standards.

#### **GENERAL COMMENT**

23: There are areas where evidence of wood damage was observed. Observations made are courtesy only, since we're not qualified or licensed to recognize, evaluate or report on these items. We recommend to reviewing of a current termite-pest control report for further information. If not available, we recommend a termite and pest-control inspection be performed by a licensed operator to confirm the presence or extent of wood destroying pest and organism activity. Repair or treatments of these areas should be made as recommended.

# **Interior Main House**

#### **FIREPLACE**

**24:** There is a build-up of soot and/or creosote in the chimney. We recommend the flue be cleaned and that further inspection be accomplished at that time.

#### **DETECTORS: OVERALL**

**25:** Present standards require smoke alarms in all bedrooms. Complying with state laws is recommended for increased safety, before occupancy. (within 12 inches of the highest point of the ceilings)

#### **Detached Structure**

#### **DETECTORS: OVERALL**

**26:** This structure has no carbon-monoxide alarm. We recommend its installation prior to sale and the close of escrow, in accordance with present standards (centrally located near bedrooms).

**27:** Present standards require smoke alarms in all bedrooms. Complying with state laws is recommended for increased safety, before occupancy. (within 12 inches of the highest point of the ceilings)

**28:** The hallway smoke detector shall be hard wired as required (structures built after 1976). We recommend replacing present battery operated unit for a hard wired detector, per standards.

#### Bedroom

#### **Detached Structure Left Rear**

#### **WINDOWS**

**29:** There is no openable window in this room. An emergency egress meeting certain requirements is mandatory for all sleeping areas. The opening must be a minimum of 20 inches wide and 24 inches high. We recommend installation of such an egress in accordance with present standards, for safety!

#### **Main House**

#### **DOORS**

**30:** The exterior sliding door in primary bedroom does not operate properly, indicating the track is misaligned, dirty, or the wheels are damaged. We recommend repair for proper operation.

**31:** The primary bedroom entry door is damaged. We recommend it be replaced.

# **Bathroom** Primary

#### **HYDROTHERAPY TUB**

**32:** The GFCI protection for the spa tub is provided by a GFCI receptacle located underneath the unit. We advise testing on a monthly basis.

The pump housing lacks a proper body bond (gauge/#8 bare copper wire connected to pool vessel reinforcing steel rebar system). It is recommended that this installation be corrected for safety, per standards.

#### **RECEPTACLES**

**33:** There is no GFCI (ground fault circuit interrupter) protection for this bathroom. For an increased margin of safety, we recommend the installation of a GFCI receptacle, per standards.

#### **GLASS ENCLOSURE**

**34:** There is neither curtain nor a glass enclosure at the shower. We recommend that the shower not be used until one or the other is installed to prevent "flooding" and water intrusion.

#### **Left Rear**

#### **TOILET**

**35:** The water was off at the toilet at the time of our inspection. We do not test angle stops. We recommend inquiries from seller as for the reason for this condition. The toilet should be restored to normal operation.

#### **VENTILATION**

**36:** There is no window and no exhaust fan in this bathroom. Present building standards require ventilation to the outside air. This condition is considered a significant defect. We recommend installation of ventilation as per present standards.

#### **Detached Structure Exterior**

#### **RECEPTACLES**

**37:** The GFCI protection for this bathroom did not function when tested. We recommend the source of the problem be identified and corrected, for safety!

#### **INTERIOR WALLS**

**38:** There is what appear to be a "black substance" built up noted on the exposed wall surfaces in adjacent storage room area. Because of the apparent moisture intrusion, we recommend to retain an environmental specialist before the close of escrow to test for toxic molds and evaluate this condition. Repair and remediation should be made as recommended.

#### **Detached Structure Hallway**

#### **FIXTURES**

**39:** Low water flow was observed at the sink faucet. We recommend further evaluation of this condition and repair as necessary.

#### **TOILET**

**40:** The toilet is loose at the floor. While no damage was evident, this condition should be taken care of so that leakage would not develop and cause damage. We recommend that the toilet be removed and rebolted with a new wax seal and caulked around at its base at floor.

#### **GLASS ENCLOSURE**

**41:** There is neither curtain nor a glass enclosure at the shower. We recommend that the shower not be used until one or the other is installed to prevent "flooding" and water intrusion.

# Family Room Main House

#### **RECEPTACLES**

**42:** There is no GFCI (ground fault circuit interrupter) protection for wet bar area countertop receptacle(s). For an increased margin of safety, we recommend the installation of a GFCI receptacle(s) at ALL counter top locations, in accordance with present standards.

#### Kitchen Main House

#### **RECEPTACLES**

**43:** The GFCI receptacles at the right side of sink responded to its test button but did not trip when tested with an external tester. This suggests improper wiring or a defective device. We recommend it be rewired or replaced as necessary, for safety.

#### **Detached Structure**

#### **VENTILATION**

**44:** The range hood is not vented anywhere, we recommend correcting this installation in accordance with manufacture's specifications.

#### **MISCELLANEOUS**

**45:** The loft area and pull down ladder was added and/or improved after original construction. We can not verify it's proper structural design and installation (use of required screws/nails, etc.). We recommend the owner or building department be consulted to determine if permits were secured and "signed off" for all improvements completed.

#### **DISPOSAL**

**46:** The disposal is "frozen" or jammed. We recommend it be repaired.

## Garage Main House

#### **PASSAGE DOOR**

**47:** Standards require the door between the garage and the living space to be a fire rated door with an automatic closer. We recommend the existing door be replaced with an approved door which will provide a greater margin of safety.

#### **Detached Structure**

#### **PASSAGE DOOR**

**48:** The door between the garage and the living space is of fire resistive construction, however, a self-closing mechanism does not close/latch and the door is no longer a fire-rated assembly. We recommend the self-closing feature be restored, in accordance with standards.

# Pool / Spa

#### **HEATER**

**49:** The heating system was turned on with its regular controls and found to be inoperative at the time of inspection. Further evaluation, testing of this system is recommended prior to close of escrow.

#### **FILTER**

**50:** No glass was observed at the face of the pressure gauge. We recommend replacing this gage for proper operation.

#### **PUMP**

**51:** The pump housing lacks a proper body bond (gauge/#8 bare copper wire connected to pool vessel reinforcing steel rebar system). It is recommended that this installation be corrected for safety, per standards.

**52:** California Title 20 pool filtration pump energy efficiency requirement - enacted January 1, 2008:

Pool filtration pumps (sold) installed after effective date SHALL have 2 or more (multi) speeds. Present filtration pump had no multi/variable speed.

We are not able to verify present pump's manufacturing/installation dates and compliance with above mentioned efficiency requirement. We recommend a licensed pool contractor to confirm compliance with these present standards.

#### **SUBPANEL**

**53:** The pool filtration timer box is rusted. We recommend it be primed and sealed to prevent further deterioration.

Loose/damaged conduit was noted at the timer box, presenting a hazard. We recommend these connections be repaired for safety.

#### **LIGHTS**

**54:** The GFCI device that protects the pool light circuits was NOT functioning. We strongly urge replacing it to preventing shock hazard or death!

#### SLIDE/DIVING BOARD

**55:** Our inspection does not include the slide! Water slides have a history of safety issues. Safety requirements may have changed since the installation of this slide. We recommend to check present standards with local building authorities. For safety reasons, discontinuing usage and removal of this equipment is strongly recommended.

#### **FENCING/GATES**

**56:** Because of the pool and/or spa on this site this pool and/or spa SHALL have two out of the seven drowning prevention safety features that Section 115922 of the California Heath and Safety Standards require (pool and/or spa built or remodeled after January 1, 2007)!

The fence gates, side garage door and all doors that provide direct access to pool/spa must be self closing and latching (latch must be a min.of 54 inches high) to preventing access to small children. The fence must be 5 feet high and non-climbable and a maximum of four inches space between its vertical elements (2 inches maximum at its bottom clearance from finished grade/dirt or 4 inches from concrete floor). Gates shall open away from pool/spa. All doors, windows leading to pool/spa area should have an approved sound alarm installed per present standards. An approved safety pool cover (as defined in Section 115921), an alarm that, when placed in a pool or spa, will sound upon detection of accidental or unauthorized entrance into the water (surface motion, pressure, sonar, laser, and infrared type of alarms).

This safety barrier doesn't comply with present safety requirements! Compliance with this California State Law is STRONGLY recommended!

#### **GENERAL COMMENTS**

**57:** The inspection revealed reportable conditions. We recommend that a licensed pool specialist be contacted, before the close of escrow, to evaluate this system and determine what corrective measures are necessary.

**58:** The spa (was not filled with water) and its equipments were not inspected. Its inspection is not part of this Report.

#### **Attic**

#### **INTERIOR LIGHTS**

**59:** The attic space is not equipped with a light fixture. Present standards require switched lighting in attic, when an appliance (HVAC) is installed in that area. We recommend proper lighting be installed.

#### **VENTILATION**

**60:** There is a whole house fan installed in hallway ceiling. There is no safety barrier around it in attic. We urge extra caution around this fan in attic, to prevent injury!!

# Conclusion

#### **COMMENTS**

**61:** This structure has been added to and/or upgraded. The owner may have pertinent information regarding both the extent of the work performed and the status of all PERMITS that were REQUIRED, issued and SIGNED by the appropriate authorities.

These items are included, but not limited to any retaining walls, structural addition, change/alteration/modification, roof replacement, deck, patio cover/gazebo, balcony installation, electric retractable awning, pool and/or spa, shower steamer, built-in gas BBQ / fire-pit / fireplace / patio heater, window and/or door replacement or retrofitting, any/all electrical/plumbing work (electrical panel upgrade, photovoltaic electric power system/solar panels, recessed lighting, ceiling fans, whole house or attic fan, etc.), copper re-piping, sewer line replacement, water heater / heating-A/C replacement/relocation, etc.).

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#### CALIFORNIA REAL ESTATE INSPECTION ASSOCIATION

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# STANDARDS OF PRACTICE

## **RESIDENTIAL STANDARDS – FOUR OR FEWER UNITS**

Originally Adopted September 13, 1983
Revised November 1, 1996
Revised April 15, 1999
Revised July 12, 2003
Revised April 15, 2006 – Effective July 1, 2006
Revised June 11, 2012 – Effective August 1, 2012

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  - 8. Fireplaces and Chimneys
  - 9. Building Interior

Part III. Limitations, Exceptions, and Exclusions

Part IV. Glossary of Terms

# Part I. Definitions and Scope

These Standards of Practice provide guidelines for a *real estate inspection* and define certain terms relating to these *inspections*. Italicized words in these Standards are defined in Part IV, Glossary of Terms.

A. A *real estate inspection* is a survey and basic *operation* of the *systems* and *components* of a *building* which can be reached, entered, or viewed without

difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the *Inspector*. The purpose of the *inspection* is to provide the Client with information regarding the general *condition* of the *building(s)*. Cosmetic and aesthetic *conditions* shall not be considered.

- B. A *real estate inspection* report provides written documentation of material defects discovered in the *inspected building's systems* and *components* which, in the opinion of the *Inspector*, are *safety hazards*, are not *functioning* properly, or appear to be at the ends of their service lives. The report may include the *Inspector's* recommendations for correction or further evaluation.
- C. *Inspections* performed in accordance with these Standards of Practice are not *technically exhaustive* and shall apply to the *primary building* and its associated *primary parking structure*.

## Part II. Standards of Practice

A real estate inspection includes the readily accessible systems and components or a representative number of multiple similar components listed in Sections 1 through 9 subject to the limitations, exceptions, and exclusions in Part III.

#### **SECTION 1 – Foundation, Basement, and Under-floor Areas**

- A. Items to be *inspected*:
  - 1. Foundation system
  - 2. Floor framing system
  - 3. Under-floor ventilation
  - 4. Foundation anchoring and cripple wall bracing
  - 5. Wood separation from soil
  - 6. Insulation
- B. The *Inspector* is not required to:
  - 1. *Determine* size, spacing, location, or adequacy of foundation bolting/bracing *components* or reinforcing *systems*
  - 2. Determine the composition or energy rating of insulation materials

#### **SECTION 2 – Exterior**

- A. Items to be *inspected*:
  - 1. Surface grade directly adjacent to the buildings
  - 2. Doors and windows
  - 3. Attached decks, porches, patios, balconies, stairways and their enclosures, handrails, and guardrails
  - 4. Wall cladding and trim
  - 5. Portions of walkways and driveways that are adjacent to the buildings

- B. The *Inspector* is not required to:
  - 1. Inspect door or window screens, shutters, awnings, or security bars
  - Inspect fences or gates or operate automated door or gate openers or their safety devices
  - 3. Use a ladder to inspect systems or components

#### **SECTION 3 – Roof Covering**

- A. Items to be *inspected*:
  - 1. Covering
  - 2. Drainage
  - 3. Flashings
  - 4. Penetrations
  - 5. Skylights
- B. The *Inspector* is not required to:
  - 1. Walk on the roof surface if in the opinion of the *Inspector* there is risk of damage or a *hazard* to the *Inspector*
  - 2. Warrant or certify that roof *systems*, coverings, or *components* are free from leakage

#### **SECTION 4 – Attic Areas and Roof Framing**

- A. Items to be *inspected*:
  - 1. Framing
  - 2. Ventilation
  - 3. Insulation
- B. The *Inspector* is not required to:
  - 1. *Inspect* mechanical attic ventilation systems or components
  - 2. Determine the composition or energy rating of insulation materials

#### **SECTION 5 – Plumbing**

- A. Items to be *inspected*:
  - 1. Water supply piping
  - 2. Drain, waste, and vent piping
  - 3. Faucets and fixtures
  - 4. Fuel gas piping
  - 5. Water heaters
  - 6. Functional flow and functional drainage
- B. The *Inspector* is not required to:
  - 1. Fill any *fixture* with water, *inspect* overflow drains or drain-stops, or evaluate backflow *devices* or drain line cleanouts

- Inspect or evaluate water temperature balancing devices, temperature fluctuation, time to obtain hot water, water circulation, or solar heating systems or components
- 3. *Inspect* whirlpool baths, steam showers, or sauna systems or components
- 4. Inspect fuel tanks or determine if the fuel gas system is free of leaks
- 5. *Inspect* wells or water treatment systems

#### **SECTION 6 – Electrical**

- A. Items to be *inspected*:
  - 1. Service equipment
  - 2. Electrical panels
  - 3. Circuit wiring
  - 4. Switches, receptacles, outlets, and lighting fixtures
- B. The *Inspector* is not required to:
  - 1. Operate circuit breakers or circuit interrupters
  - 2. Remove cover plates
  - 3. Inspect de-icing systems or components
  - 4. Inspect private or emergency electrical supply systems or components

#### **SECTION 7 – Heating and Cooling**

- A. Items to be *inspected*:
  - 1. Heating equipment
  - 2. Central cooling equipment
  - 3. Energy source and connections
  - 4. Combustion air and exhaust vent systems
  - 5. Condensate drainage
  - 6. Conditioned air distribution systems
- B. The *Inspector* is not required to:
  - 1. Inspect heat exchangers or electric heating elements
  - 2. *Inspect* non-central air conditioning units or evaporative coolers
  - 3. Inspect radiant, solar, hydronic, or geothermal systems or components
  - 4. *Determine* volume, uniformity, temperature, airflow, balance, or leakage of any air distribution *system*
  - 5. Inspect electronic air filtering or humidity control systems or components

#### **SECTION 8 – Fireplaces and Chimneys**

- A. Items to be *inspected*:
  - 1. Chimney exterior
  - 2. Spark arrestor
  - 3. Firebox
  - 4. Damper
  - 5. Hearth extension

- B. The *Inspector* is not required to:
  - 1. Inspect chimney interiors
  - 2. Inspect fireplace inserts, seals, or gaskets
  - 3. Operate any fireplace or determine if a fireplace can be safely used

#### **SECTION 9 – Building Interior**

- A. Items to be inspected:
  - 1. Walls, ceilings, and floors
  - 2. Doors and windows
  - 3. Stairways, handrails, and guardrails
  - 4. Permanently installed cabinets
  - 5. *Permanently installed* cook-tops, mechanical range vents, ovens, dishwashers, and food waste disposals
  - 6. Absence of smoke and carbon monoxide alarms
  - 7. Vehicle doors and openers
- B. The *Inspector* is not required to:
  - 1. Inspect window, door, or floor coverings
  - 2. Determine whether a building is secure from unauthorized entry
  - Operate, test, or determine the type of smoke or carbon monoxide alarms or test vehicle door safety devices
  - 4. Use a ladder to *inspect systems* or *components*

# Part III. Limitations, Exceptions, and Exclusions

- A. The following are excluded from a *real estate inspection*:
  - 1. Systems or components of a building, or portions thereof, which are not readily accessible, not permanently installed, or not inspected due to circumstances beyond the control of the *Inspector* or which the Client has agreed or specified are not to be inspected
  - 2. Site improvements or amenities, including, but not limited to; accessory buildings, fences, planters, landscaping, irrigation, swimming pools, spas, ponds, waterfalls, fountains or their *components* or accessories
  - 3. Auxiliary features of appliances beyond the appliance's basic function
  - 4. Systems or components, or portions thereof, which are under ground, under water, or where the *Inspector* must come into contact with water
  - 5. Common areas as defined in California Civil Code section 1351, et seq., and any dwelling unit systems or components located in common areas
  - 6. Determining compliance with manufacturers' installation guidelines or specifications, building codes, accessibility standards, conservation or energy standards, regulations, ordinances, covenants, or other restrictions

- 7. Determining adequacy, efficiency, suitability, quality, age, or remaining life of any building, system, or component, or marketability or advisability of purchase
- 8. Structural, architectural, geological, environmental, hydrological, land surveying, or soils-related examinations
- 9. Acoustical or other nuisance characteristics of any *system* or *component* of a *building*, complex, adjoining property, or neighborhood
- 10. Conditions related to animals, insects, or other organisms, including fungus and mold, and any hazardous, illegal, or controlled substance, or the damage or health risks arising there from
- 11. Risks associated with events or conditions of nature including, but not limited to; geological, seismic, wildfire, and flood
- 12. Water testing any *building*, *system*, or *component* or *determine* leakage in shower pans, pools, spas, or any body of water
- 13. Determining the integrity of hermetic seals at multi-pane glazing
- Differentiating between original construction or subsequent additions or modifications
- 15. Reviewing information from any third-party, including but not limited to; product defects, recalls, or similar notices
- 16. Specifying repairs/replacement procedures or estimating cost to correct
- 17. Communication, computer, security, or low-voltage *systems* and remote, timer, sensor, or similarly controlled *systems* or *components*
- 18. Fire extinguishing and suppression *systems* and *components* or *determining* fire resistive qualities of materials or assemblies
- 19. Elevators, lifts, and dumbwaiters
- 20. Lighting pilot lights or activating or *operating* any *system*, *component*, or *appliance* that is *shut down*, unsafe to *operate*, or does not respond to *normal user controls*
- 21. Operating shutoff valves or shutting down any system or component
- 22. Dismantling any *system*, structure, or *component* or removing access panels other than those provided for homeowner maintenance
- B. The *Inspector* may, at his or her discretion:
  - 1. *Inspect* any *building*, *system*, *component*, *appliance*, or improvement not included or otherwise excluded by these Standards of Practice. Any such *inspection* shall comply with all other provisions of these Standards.
  - 2. Include photographs in the written report or take photographs for *Inspector's* reference without inclusion in the written report. Photographs may not be used in lieu of written documentation.

# IV. Glossary of Terms

\*Note: All definitions apply to derivatives of these terms when italicized in the text.

**Appliance:** An item such as an oven, dishwasher, heater, etc. which performs a specific *function* 

Building: The subject of the inspection and its primary parking structure

**Component:** A part of a system, appliance, fixture, or device

**Condition:** Conspicuous state of being

**Determine:** Arrive at an opinion or conclusion pursuant to a *real estate inspection* 

**Device:** A *component* designed to perform a particular task or *function* 

**Fixture:** A plumbing or electrical *component* with a fixed position and *function* 

Function: The normal and characteristic purpose or action of a system, component, or

device

**Functional Drainage:** The ability to empty a plumbing *fixture* in a reasonable time **Functional Flow:** The flow of the water supply at the highest and farthest *fixture* from

the building supply shutoff valve when another fixture is used simultaneously

Inspect: Refer to Part I, "Definition and Scope", Paragraph A

**Inspector:** One who performs a *real estate inspection* 

**Normal User Control:** Switch or other *device* that activates a *system* or *component* and is provided for use by an occupant of a *building* 

**Operate:** Cause a system, appliance, fixture, or device to function using normal user controls

Permanently Installed: Fixed in place, e.g. screwed, bolted, nailed, or glued

**Primary Building:** A building that an Inspector has agreed to inspect

**Primary Parking structure:** A *building* for the purpose of vehicle storage associated with the *primary building* 

**Readily Accessible:** Can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may harm persons or property

Real Estate Inspection: Refer to Part I, "Definitions and Scope", Paragraph A

**Representative Number:** Example, an average of one *component* per area for multiple similar *components* such as windows, doors, and electrical outlets

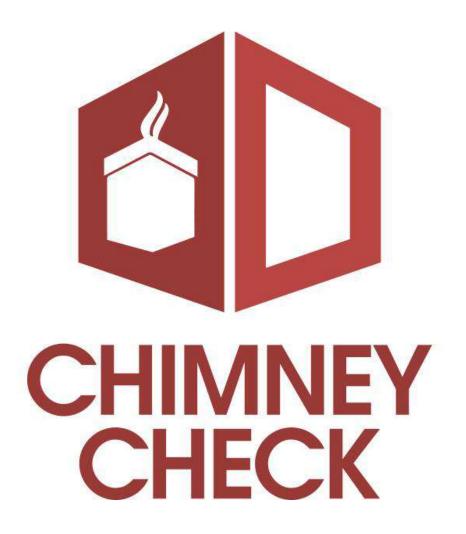
**Safety Hazard:** A *condition* that could result in significant physical injury

**Shut Down:** Disconnected or turned off in a way so as not to respond to *normal user* controls

**System:** An assemblage of various *components* designed to *function* as a whole

**Technically Exhaustive:** Examination beyond the scope of a *real estate inspection*, which may require disassembly, specialized knowledge, special equipment, measuring, calculating, quantifying, testing, exploratory probing, research, or analysis

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# **Gregory Ehrlich**

2176 Calle Nardo Thousand Oaks, 91360

Inspector: Laszlo Draskoczi.

September 05, 2024.

Chimney Check Professionals, LLC 209 E Alameda Ave., Suite 205 Burbank, CA 91506 818-951-7550



2176 Calle Nardo Thousand Oaks, 91360

CLIENT PRESENT: The client was present DATE OF INSPECTION: September 05, 2024.

Use of this report asserts that the Inspection Contract has been accepted and agreed to by the client (whether or not it has been signed) and that the limitations section has been read, understood and also agreed.

The goal of this inspection is to render an opinion as to the condition of the fireplace/s and chimney/s, based on available access. No destructive testing is performed.

<u>This is not a code compliance inspection</u>. The inspectors opinion may be that a particular "violation" may not require a repair for the safe operation of the system/s.

The information contained within this report is for the sole benefit of the client indicated in this report and its use is not transferable.



The following recommendations have been exclusively prepared for: Gregory Ehrlich at 2176 Calle Nardo Thousand Oaks, 91360

# RECOMMENDATIONS

Before the Fireplace is operated the following recommendations should be performed.

**POTENTIAL COSTS:** \$1,000 to \$2,000 could be used (not a guarantee) as a gauge for repair costs, or more. This is based on my ability to inspect and the limitations of this inspection.

NOTE: Potential cost/s are given as a courtesy and are not guarantees of costs. This is given as a sort of gauge and is not intended to be relied upon. Items not specifically part of the fireplace system/s are excluded from the potential costs.

There was no access to the chase/attic areas and most of the components of the system are covered or hidden by finish materials (these areas are specifically beyond my inspection). The conditions within the chase are fully outside my scope or ability to inspect in this case.

POTENTIAL COSTS EXCLUSIONS: Specific exclusions include (but are not limited to) the following:

All corrections that affect cosmetics, such as drywall repairs, painting, modifications to mantels, surrounds, hearth extensions and exterior surfaces are all excluded from the above potential costs.

#### FIREPLACE UNIT

#### **CHIMNEY**

--CHASE COVER--

It is recommended to remove the chase cover and properly install the spacers (which will allow for proper venting of the chase) and ensure a proper space between the outer rim of the chase and the chase cover. This will require replacement of the chase cover.

#### --CHASE STRUCTURE--

It is recommended to repair the damage to the wood surfaces of the chase.

#### --ATTIC/CHASE INTERIOR--

During the repairs, the inside of the chase should be accessed and fully evaluated and any additional errors discovered should be corrected as is applicable.

#### --METAL FLUE--

The system should be cleaned.

#### **FIREPLACE**

#### --PREFABRICATED FIREBOX--

All debris and foreign materials should be removed from the top of the firebox and around the fireplace.

Any cables or wiring within the chase should be properly secured and positioned so as to not move out of position and come in contact with the fireplace or chimney.

#### --GAS LINE--

The gas line penetration within the firebox should be sealed with a proper fire rated material.

#### --GAS VALVE--

The current gas valve should be replaced with a gas valve that requires a key.

#### --SURROUND--

All gaps around the firebox metal facing (where the finish materials meet) should be sealed with an approved fire rated material.

#### --HEARTH EXTENSION--

The gap where the Hearth Extension meets the firebox should be sealed.

#### **ADDITIONAL**

**MAINTENANCE:** It is recommended that the system be fully evaluated and cleaned yearly (as is applicable), and after seismic activity

**FOLLOW-UP INSPECTION:** To help ensure that repairs have been appropriately completed a full evaluation should be performed by a qualified inspector, after all the recommended corrections have been completed.

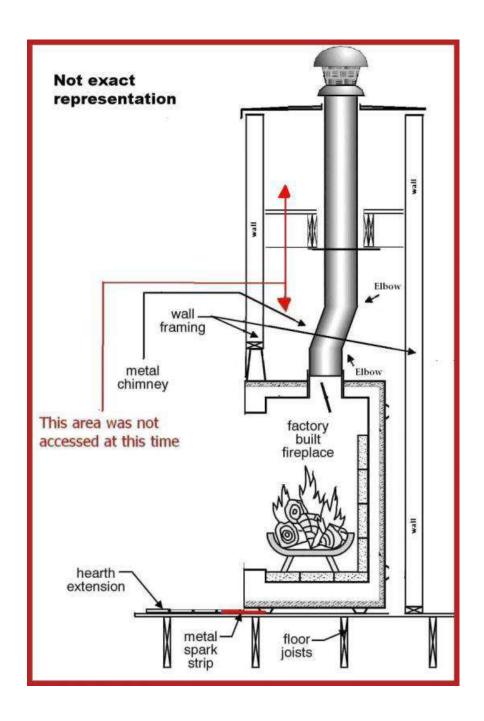
**THREE BIDS:** It is recommended that three bids be obtained by qualified contractors before the end of inspection contingencies, to help ensure that the actual cost of repairs are fully known.

**RECOMMENDATIONS:** The above recommendations are given based on available access and ability to inspect. Recommendations that are given for roof, drainage, gas lines and any other components that are not specifically part of the fireplace system are given as a courtesy and does not assert an inspection of that item either in part or full.

**POTENTIAL COSTS:** Potential costs given do not include repairs needed that are not specifically part of the fireplace/chimney system/s, such as roof repairs, painting, mantle/surround modifications, finish surfaces, tree trimming, moisture related issues, drainage and etc. Any potential costs given assume that the repairs will be performed by a qualified contractor.

Potential costs are based on discoveries at the time of inspection (of accessible areas only) and cannot foresee additional repairs needed that are determined after further evaluation, obtained access or during repairs, such as in the case where chase or attic areas were not accessed (it can be expected that the final cost will increase from what was expected).

# **DIAGRAM**



# **FIREPLACE UNIT**

# **CHIMNEY**



## **METAL CHIMNEY TYPE:**

This is a prefabricated metal chimney system within a chase or enclosure, designed for a specific fireplace.



# RELATIONSHIP TO THE STRUCTURE:

This is a one story fireplace/chimney system.

## **TERMINATION CAP:**

This appears to be the approved termination cap.



#### CHASE COVER:

FIRE SAFETY RISK. The spacers at the top of the chase (providing for air circulation) between the chase cover and the framing are not present. Generally, the chase cover is supposed to be raised off the wood framing and is supposed to be larger than the outer surfaces of the chase to allow for the escape of heat and circulation.



#### **CHASE STRUCTURE:**

**NEEDS ATTENTION.** There is damage to the wood surfaces of the chase.



## ATTIC/CHASE INTERIOR:

**NOTE:** Due to limited access the chase was only viewed through a small opening in the chase and visibility is very limited. **THE OUTER WALL OF THE CHIMNEY AND CHASE WERE NOT fully OBSERVABLE AT THIS TIME AND ARE THEREFORE BEYOND OUR INSPECTION.** 

Any information given regarding the outer wall of the chimney and the chase are given on a limited basis and do not infer that there are no other errors in installation of the chimney/chase and that there are no other errors that would be visible if given full access within the chase.

#### METAL CHIMNEY

**NOTE.** The outer wall of the chimney is only partially visible. Determining its condition in relation to concealed areas is beyond my ability.

#### FLUE TYPE:

This is a metal flue system.

# **METAL FLUE:**

**NEEDS ATTENTION.** The system is dirty.

Otherwise, in my opinion the video inspection of the metal flue showed no signs of damage or defects.



# ROOF AND/OR FLASHINGS:

Roof and flashings are not part of this inspection. Any information that is given as a courtesy. Consult a qualified flashing or roofing specialist for more information with regards to water barriers and potential moisture intrusion issues.



# **FIREPLACE**



## **APPLIANCE TYPE:**

This is a factory built wood burning fireplace. This unit has a gas line penetrating the firebox area that has a cap at the end. The gas line could not be tested due to the cap at the end.



## DAMPER:

A damper is present. It is beyond this inspection to determine the efficiency of the damper to seal the throat.



# **BRAND OF UNIT:**

SUPERIOR: The model was not determined.



## PREFABRICATED UNIT:

FIRE SAFETY RISK. There is debris on top of the firebox. This is a violation of the fireplace manufacturers requirements.

ADDITIONALLY. There are cables in contact with the top of the firebox.



**NOTE.** The side metal panels are warped. This is not a significant issue in my opinion.



#### GAS LINE:

FIRE SAFETY RISK. The gas line into the fireplace does not have a proper fireproof seal where it enters the firebox, this is typically a matter of filling the gap with a fireproof sealant.

**NOTE.** It is not part of this inspection to test for gas leaks nor to determine whether or not the gas line system has been installed correctly. Refer to a qualified plumber or the gas company for more information and/or further evaluation (this is fully outside our scope). It is also not part of this inspection to determine the amount of gas flow that comes out of the log lighter.



#### **GAS VALVE:**

NEEDS ATTENTION. The gas is turned on with a handle and not a key. This could be used by a child to turn the gas on. A key is preferable as it can placed in a position where it cannot be easily reached by a child.



#### LOG GRATE:

**PRESENT.** The grate is needed so that the fuel can be positioned appropriately within the firebox.

#### SCREEN:

A screen is present and is required for fire safety.



#### SURROUND:

FIRE SAFETY RISK. There are gaps where the finish materials meet the facing around the firebox opening. Typically, there are not supposed to be any gaps between the finish materials and the firebox edges. Gaps can allow for heat and gases to pass into areas not intended for heat and combusted fuel.



#### **HEARTH EXTENSION:**

FIRE SAFETY RISK. There is a gap where the hearth extension materials meet the firebox floor. This can allow for heat to pass within the gap.



**NOTE.** It is beyond this inspection to determine the type of construction that supports the hearth extension finish material nor to determine if the heat rating for the current materials is sufficient.

It cannot be determined during a non-intrusive inspection whether or not the required spark strip has been installed below the firebox.

Additionally, there should not be combustible materials along the facing around the firebox, including below the hearth extension. In most cases, it is beyond the inspectors ability to determine whether or not there are combustibles against the firebox metal facing.



# INSPECTION CONTRACT

# CHIMNEY CHECK PROFESSIONALS, LLC

Client:	Date: \$
Address:	Fee: \$

**Chimney Inspection:** The Client requests a Level II examination of the existing chimney system(s) of the property. A Level II Chimney Inspection, per the National Fire Protection Association includes an examination of all accessible portions of the chimney exterior and interior including areas within accessible attics and crawl spaces.

Clients Duty: The Inspector shall provide a written and/or video report for the sole benefit of the Client. The Client agrees to examine the entire inspection report & video when received & shall promptly call the Inspector concerning any issue the client may have concerning the inspection report. The written report are the findings of the inspector as to the conditions existing on the day of the inspection. The Client shall not rely on any oral statement(s) made or allegedly made by the inspector. The Client agrees to indemnify, defend and hold harmless the inspector from any 3rd party claims arising from the unauthorized distribution of the inspection report & video.

General Provisions: Excluded from this inspection is any portion of the chimney flue system which is not accessible by camera. This inspection contract and examination do not constitute a warranty, guarantee or insurance policy of any kind whatsoever. It is agreed that any claim made by the client(s) shall be made in writing within 10 days of discovery and the inspector and/or the inspectors designated representative must be allowed to re-inspect and document conditions of the defect prior to making any repair, alteration or replacement to the claimed discrepancy, except in case of emergency. Failure to follow this procedure shall constitute a full and complete waiver of all claims arising from this contract. No legal action or dispute proceeding of any kind can be commenced against the Inspector or the Inspection Company and agents more than ONE YEAR from the date of the inspection. Time is a material term and condition to this contract. Client accepts this material provision.

Mediation Binding Arbitration: The parties stipulate to pre-litigation mandatory mediation through Alternative Dispute Resolution, Inc. (ADR), located in Century City, California. Each side is to share the costs equally. The mediator must be familiar with the chimney inspection industry and applicable civil code provisions. Should the mediation fail the parties stipulate to binding arbitration through ADR. The finding of the arbitrator is final and both sides stipulate to waive the right to appeal. Each side is entitled to discovery as if said case was filed in the Superior Court. The costs associated with mediation and binding arbitration are an item of cost to the prevailing party. The arbitrator is bound by California law and no other law can be applied.

**Prevailing Party Attorney Fees Clause:** Any action in law or equity the prevailing party is entitled to reasonable attorney and expert fees and costs by the arbitrator at the binding arbitration.

This contract shall be binding upon the undersigned parties and their heirs, successors and assigns. This agreement constitutes the entire agreement between the parties and may be modified only by a written agreement signed by all the parties. If this contract is executed on behalf of the Client by a third party, the person executing this contract expressly represents to the inspector that he/she has the full and complete authority to execute this contract on the Clients behalf and to fully and completely

bind the Client to all the terms, conditions, limitations, exceptions and exclusions of this contract. The Client acknowledges that they have read understood and agreed voluntarily to all the terms, conditions and limitations of this contract and agrees to pay the fee listed above.

# LIMITATIONS AND SCOPE OF INSPECTION:

**CONCEALED AREAS:** There are areas of a house or system that cannot be accessed, such as areas between walls, within cavities (such as chase areas) and etc. A fireplace/chimney system has many inaccessible areas as well, such as cavities and spaces between walls. Our inspection and liability are limited to areas we are able to reasonably inspect during a limited time inspection.

**HIDDEN AREAS:** We can only inform you of the observable condition of the installation at the time of inspection. Areas not accessed are specifically excluded from this inspection. It is advised that access be obtained and that these areas be inspected before the system is used. Portions of the installation that are concealed within walls are specifically excluded from this inspection.

**GOAL:** Our goal is to identify observable material defects, areas of improper installation, wear, deterioration and damage that could affect the safety of the fireplace system/s. Fire and structural safety standards are high to help ensure safety in all cases. Our findings and recommendations are based on city and manufacturers standards.

**THIS IS NOT A WARRANTY:** This report is based on the observable condition of the system/s at the time of inspection. The term "Serviceable" is not a statement of how long a component will remain in that condition and is **NOT** a guarantee of code compliance.

**RIGHT OF INSPECTION IF A DISCREPANCY OR ERROR IS DISCOVERED:** Use of this report implies an agreement by the client to give Chimney Check Professionals, LLC the opportunity enter the property and make their own inspection of "said" deficiency or error. Use of this report also implies an agreement by the client to give any and all applicable specialists the opportunity to further evaluate or inspect the system as well. This opportunity must be given before repairs are made to the system, otherwise the client waves all rights to compensation.

**ARBITRATION:** Use of this report implies an agreement by the client that a binding arbitration will be the means to settle a dispute between Chimney Check Professionals, LLC (and any of its employees, affiliates or inspectors) and the client. The arbitrator to be mutually chosen by both sides. Failure to follow this agreement renders the offending side fully responsible for all reasonable legal fees for both sides and any due compensation to the other party.

# **DEFINITIONS OF TERMS:**

#### **SERVICEABLE:**

**SERVICEABLE:** It is the inspectors opinion that this item was found in a condition with no observable defects or limitations that would affect its operation adversely.

#### PRESENT:

**PRESENT:** The component or item indicated is "present" and in most cases determining its condition during a limited time inspection is not possible. The item is not tested or is not fully tested for correct

operation or adequacy, (such as sophisticated remotes, fan systems, gas valves, etc). No Representation as to its ability to fully perform is given. In some cases, the client will be directed to the appropriate specialist or source for further information as desired or required.

#### **NEEDS ATTENTION:**

**NEEDS ATTENTION:** It is the inspectors opinion that this item should be brought to the clients attention and may be in need of repairs or maintenance and/or further investigation and may not be performing to its original standards, thereby being a potential risk of failure in the future (and added expense). The client should take appropriate action (as applicable) with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

#### FIRE SAFETY RISK:

FIRE SAFETY RISK: It is the inspectors opinion that this is item is either not meeting its original standards for fire safety, has been modified from its original and approved configuration or has been discovered to be a risk after original and "approved" installation. Due to this condition the fireplace system should not be operated until corrections have been performed by qualified professional/s. The client should take appropriate action with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

#### **NOT ACCEPTABLE:**

**NOT ACCEPTABLE:** It is the inspectors opinion that this item is either not capable of performing the job for which it was intended and/or is a significant threat to health and safety. This item is considered to be clearly outside the realm of acceptability by the inspector. The client should take appropriate action with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

#### STRUCTURAL SAFETY RISK:

**STRUCTURAL SAFETY RISK:** It is the inspectors opinion that this is a structural concern and that the condition should be appropriately corrected by a qualified specialist (sometimes further evaluation by a structural engineer is recommended). The client should take appropriate action with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

#### **SECURITY ALERT:**

**SECURITY ALERT:** It is the inspectors opinion that this is a potential security issue. The inspector has made the client aware of this situation and it is then the clients responsibility to take appropriate action concerning the situation with the appropriate professional (and if applicable) during the inspection contingency period and prior to the close of escrow.

#### INFORMATIONAL NOTE;

**INFORMATIONAL NOTE:** This is information that the inspector feels is of value to the client and may or may not be within the inspectors realm or scope. This can also be a disclaimer to make the

client aware of the inspectors limitations so that the client may further evaluate the item or consult with the appropriate specialist as needed.

#### ACCESSIBLE:

#### **BASIC TERMS:**

Accessible is defined as portions of the installation or components that are observable without dismantling of components or damage to the installation or surrounding areas (such as roof tiles). Accessible is also defined as portions of the installation that are observable with the use of reasonable access or without unnecessary risk to the inspector, such as high roofs or very steep roofs.

#### **NOT ACCESSIBLE:**

An area which is not accessible is an area which would require damage to the installation or surrounding areas, an area which is unsafe to access (such as a steep roof or crawl space) or an area which would require significant dismantling or unreasonable effort on the inspectors part to access.

#### **CONCEALED AREAS:**

Concealed areas are defined as any area which is beyond the inspectors "reach" without removal (or damage to) of a major component of the house, such as the inside of a wall, below roofing materials, within chase areas, crawl spaces or covered by finish materials.

#### LIMITED INSPECTION:

A general visual inspection is an inspection that does not utilize the use of sophisticated equipment, such as a video camera. This is also a very limited inspection which does not include the removal of chase covers or termination caps and may not include access to attics and crawl spaces. This inspection does not include the moving of personal or stored items for the inspection and may not include the use of a ladder.

## DETAILED VISUAL AND/OR VIDEO CAMERA INSPECTION:

A detailed inspection will typically include roof access if determined to be reasonably safe and the potential for damaging roof tiles does not seem apparent. Access to chase areas are attempted, if destructive testing is not needed and providing significant dismantling of components is not necessary. Attic and crawl space access will be attempted if the inspector determines additional information could be discovered and if these areas are reasonably accessible. The termination cap will be removed if possible without damage to the component and providing access is available. The use of video equipment (for the inside of the flue) will likely be used but is not always possible. Concealed areas are excluded from this inspection.

#### FIREPLACE DEFINITIONS:

**Anchors:** Anchors are straps of steel that are secured into the bond beam and are tied back to the floor joists, roof rafters or wall members. The anchors tie the chimney to the house, which may provide support in the event of wind or earthquake (\*1).

**Ash Dump:** The trap door on the floor of the inner hearth that leads to the ash pit (\*1).

**Ash Pit:** The ash pit is the space into which the ashes are dumped. It is a non-combustible storage compartment behind or below the firebox, which helps keep the fireplace clean without having to carry

ashes through the house (\*1).

**Bond Beam:** A bond beam is a member poured in the masonry at the support level of the chimney. The support level is usually at the floor and at the ceiling or roof line. It may also be above the roof line if the chimney is tall enough to require a supplementary support (\*1). A bond beam is a term also used for the connection or transition where a metal flue system meets the masonry portion of the structure (it can act as a connection unit).

**Chimney:** A shaft built to carry off smoke and products of combustion that extends from the top of the throat of the fireplace to the top or cap of the chimney (\*1).

**Chimney Breast:** The area above the lintel or opening and in front of the throat, also called the fireplace face (\*1).

Chimney Cap: Chimneys should always be designed with a sloping cap to prevent water from running down next to the flue lining and into the fireplace. The chimney cap also prohibits water from standing at the top and creating frost or moisture problems. The chimney cap prevents the brick and masonry of the chimney from becoming soaked from the top down. The chimney flue liners should project approximately two inches (51 mm) to four inches (102 mm) above the highest point of the chimney cap (\*1).

Chimney Flue: Smoke and combustion gases from the fire pass up the chimney inside the flue. Each fireplace should have an independent flue, entirely free from other openings or connections. A flue may be lined or unlined. An unlined chimney flue should be larger than a lined chimney flue. The size of the flue and height of the chimney above the roof are important to create the proper draft through the fireplace and to insure adequate burning of fuel and passage of smoke. It is important to obtain a positive and uniform draft over the full width of the fireplace. The flue lining should be supported on at least three sides by a ledge of projecting mortar, brick or masonry, finishing flush with the inside of the lining. Supporting masonry should not project past the inside of the lining (\*1).

**Chimney Hood:** A chimney hood is an extension or baffle on the top of the chimney or flue lining that diverts wind currents away from the chimney opening, prevents downdrafts and improves the draft of the chimney (\*1).

Chimney Flue Lining: Chimney flue linings are fire clay, terra cotta, concrete pumice or other approved material made to be installed inside a chimney. Liners begin at the top of a smoke chamber. Clay flue linings must conform to ASTM C-315. When chimney design requires the flues to angle, the flues should not slope more than 30 degrees from vertical (\*1).

**Chimney Top or Chimney Pot:** A chimney top is a clay or concrete extension to the flue that adds height and provides a decorative top to the chimney (\*1).

**Damper:** Dampers are required on all chimneys and should be placed at the forward part of the masonry fireplace, immediately in the back of the breast wall of the fireplace and in the throat of the firebox. They should be properly sized and extend the full width of the throat to regulate the draft and air passing from the firebox into the smoke chamber. The damper also reduces loss of heat up the chimney and can be closed when the fireplace is not in use. The damper can also be used to regulate the rate of burning in the firebox (\*1).

Exhaust Fan: An exhaust fan is a mechanical fan that increases the draft through the flue and

prevents smoking and backdrafts (\*1).

**Fire Brick:** Fire brick is a hard-fired refractory brick that may line a firebox and is able to resist the heat of a fire. A fireplace lined with fire brick will help reduce the maintenance of the firebox (\*1).

**Firebox, Combustion Chamber or Firepot:** The chamber or area where the fire is built, is the firebox. It generally is built with fire brick laid with thin joints. The side walls are slanted slightly to radiate heat into the room. The rear wall is sloped or curved to provide an upward draft action into the throat above the firebox, so combustion gases may exit up the chimney (\*1).

**Fireplace Opening:** The fireplace opening is the area between the sides, the bottom and the lintel area. It is the opening into the firebox in which the fire is built. The area of the fireplace opening governs the flue size(\*1).

**Flashing:** Flashing is sheet metal between the chimney and the roof, ideally embedded into the chimney and under the roofing material to prevent rain from leaking between the roof and the chimney (\*1).

**Footing:** The footing should consist of concrete at least twelve inches (305 mm) thick and should extend at least six inches (152 mm) beyond the foundation walls on all sides (\*1). **Foundation:** The foundation of a chimney is usually made of masonry or poured concrete designed to support the weight of the chimney, resist frost action on the structure or any additional load imposed and to prevent the settling or tipping of the chimney. The foundation generally is unreinforced, with only the chimney reinforcing bars extending from it when required. Most codes require the foundation to be at least eight inches (203 mm) (\*1).

**Gas Log:** A gas log is a self-contained, free standing, open-flame, gas-burning appliance consisting of a metal frame or base supporting simulated logs and designed for installation only in a vented place (\*1).

**Hearth:** The hearth is the floor of the fireplace. There is both an inner hearth and an outer hearth. The inner hearth may be made of fire-resistant brick that holds the burning logs; the outer hearth may be of brick, tile or other noncombustible building products. It is supported on concrete or may be part of the concrete slab (\*1).

**Hearth (2):** "The hearth is the floor of the firebox and the area in front of it. It protects the wood floor or carpet of the room from sparks and ashes" (\*1, pg 37).

**Lintel:** The lintel is the member above the fireplace opening that supports the decorative face or breast plate of the fireplace. The lintel may be steel angle or may be reinforced masonry. In some designs it may be incorporated into the damper assembly (\*1).

**Mantel Shelf:** A mantel shelf is above the fireplace opening and is a flat surface that serves as a decorative device to hold ornaments. The mantel may be made of wood, masonry, marble or other material (\*1).

**Outside Air Inlet:** This is an energy conservation feature and is sometimes required for fireplaces located on an exterior wall. It is intended to reduce the amount of preheated room air used for combustion (\*1).

**Smoke Chamber:** The smoke chamber acts as a funnel to compress the smoke and gases from the fire so that they will squeeze into the chimney flue above. The smoke chamber is important for good draft action. It should be symmetrical in shape so that the draft pulls evenly on the fire in the firebox. A symmetrical smoke chamber prevents a fire from burning on one side or the other of the firebox, causing eccentric flame action. The smoke chamber should be centered with the flue directly above the fireplace and its walls should be sloped at the same angle to provide even draft from the firebox to the chimney. A smoke chamber also has a smoke shelf to catch soot and thus provides a cleaner fireplace (\*1).

**Smoke Guard**: A common term used for a flat metal strip installed at the upper edge (and usually flush with the outside surface) of the firebox opening for the purpose of preventing smoke entry into the living space through the firebox opening. It actually makes the firebox opening smaller which helps the flue system draft more appropriately.

**Smoke Shelf:** A smoke shelf is located at the bottom of the smoke chamber behind the damper and can collect soot and also gather any rain water that runs down the chimney. A smoke shelf improves draft conditions in a chimney and help eliminate downdrafts (\*1).

**Spark Arrester:** The spark arrester is a screen at the top of the flue that prevents sparks or other combustible material from blowing out the chimney and igniting brush, wooded areas and even roof tops. Spark arresters are recommended for all fireplaces and are required in brush, forest and national park areas and in many jurisdictions. The spark arrester is of corrosion resistant wire mesh with openings no larger than 1/2 inch square (162 mm) (\*1).

**Throat:** The throat is a slot-like opening directly above the firebox through which flames, smoke and combustion gases pass into the smoke chamber. It is usually fitted with a damper (\*1).