



PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Page 1 of 3)
 Revision Date 5/06 Print Date 5/06



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Jose, **COUNTY OF** Santa Clara, **STATE OF CALIFORNIA,**
DESCRIBED AS 1704 Hillsdale Ave, San Jose, CA 95124. **THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (DATE)** FEB 17, 2010. **IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS:

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

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: MANDATORY DISCLOSURES, HAZARDS & CLUE 05/14/10, PROPERTY INSPECTION 10/29/05, ROOF CLEARANCE & REPORT 01/03/06, TERMITE REPORT 08/19/05, CHIMNEY REPAIR & REPORT 09/08/05, TITLE REPORTS & CCA R [redacted], ENVIRONMENTAL

II. SELLER'S INFORMATION: HAZARD REPORT 08/12/05, TDS + SELLER'S DISCLOSURES 09/26/05

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

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

Seller is is not occupying the property.

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

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Garbage Disposal |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> T.V. Antenna | <input checked="" type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Fire Alarm |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input checked="" type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Septic Tank | <input checked="" type="checkbox"/> Sprinklers | <input checked="" type="checkbox"/> Public Sewers Systems |
| <input type="checkbox"/> Patio/Decking | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Pool | <input type="checkbox"/> Spa |
| <input type="checkbox"/> Locking Safety Cover* | <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Locking Safety Cover* |
| <input checked="" type="checkbox"/> Security Gate(s) | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)* | <input checked="" type="checkbox"/> Number of Remote Controls <u>1</u> |
| Garage: <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Not Attached | <input type="checkbox"/> Carport |
| Pool/Spa Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| Water Heater: <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | <input type="checkbox"/> Private Utility or Other _____ |
| Water Supply: <input checked="" type="checkbox"/> City | <input checked="" type="checkbox"/> Well | |
| Gas Supply: <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Bottled | |
| <input checked="" type="checkbox"/> Window Screens <u>not all</u> | <input type="checkbox"/> Window Security Bars | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* |

[* See related note, page 2]

Exhaust Fan(s) in Kitchen Master + Hall Baths 220 Volt Wiring in Kitchen Fireplace(s) in Living Room
 Gas Starter Living Room Roof(s) Type: _____ Age: unknown (approx.)
 Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No.
 If yes, then describe. (Attach additional sheets if necessary.):

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

Seller's Initials (PK) (_____) Buyer's Initials (_____) (_____)

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Page 2 of 3):

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

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

Describe:

Backyard sprinkler head broke off and water damage to master bedroom wall & floor repair wall and replaced carpet pad (partial) but not wood floor. Metal screen doors near mail box misaligned

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

Front door (Irish side) latch misaligned but padlock works. Concrete driveway removed in 2007 and replaced with cobblestones. Metal Gate beside garage lock is broken. Chimney cap missing

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code.

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary):

2. Good neighbor fence, 3. Two walls opened in 2007 and put back in 2008
11. Traffic 12. See title report

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

Seller [Signature]

Date 2-17-10

Seller _____

Date _____

Seller's Initials [Signature] Buyer and Seller acknowledge receipt of a copy of this page. Buyer's Initials () ()

Property: 1704 Hillsdale Ave, San Jose, CA 95124

Date 02/17/10

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Page 3 of 3):

III. AGENT'S INSPECTION DISCLOSURE:

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

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

Agent notes no items for disclosure.

Agent notes the following items:

SEE ATTACHED CAR FORM AVID DATED 02/25/2010.

Agent (Broker Representing Seller) Elite Realty Services By [Signature] Date 2/25/10
(Please Print) (Associate Licensee or Broker-Signature)

IV. AGENT'S INSPECTION DISCLOSURE:

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

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

Agent notes no items for disclosure.

Agent notes the following items:

Agent (Broker obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker-Signature)

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Elite Realty Services By _____ Date _____
(Please Print) (Associate Licensee or Broker-Signature)

Agent (Broker obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker-Signature)

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

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

NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.



CALIFORNIA
ASSOCIATION
OF REALTORS®

**AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**

**For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 11/07)**

This inspection disclosure concerns the residential property situated in the City of San Jose, County of Santa Clara, State of California, described as 1704 Hillsdale Ave ("Property").

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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Buyer's Initials (____)(____)

Seller's Initials (psc)(____)

Reviewed by _____ Date _____



AVID REVISED 11/07 (PAGE 1 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Agent: Sky Kim Phone: (408) 777 - 8899 Fax: (408) 249 - 5400 Prepared using zipForm® software
Broker: Elite Realty Services 2787 Moorpark Ave, San Jose, CA 95128

Property Address: 1704 Hillsdale Ave
San Jose, CA 95124

Date: February 25 2010

Inspection Date/Time: 02/25/2010 4:30pm Weather conditions: Overcast

Other persons present: N/A

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

Entry (excluding common areas): Stains were noted on carpet throughout. Holes and stains were noted on walls throughout. Chipped paint was noted on door frames. Paint is peeling off from ceiling in Family Room. Chipped paint was noted on ceiling beams. The

Living Room: ceiling has popcorn-like texture and may contain asbestos. Dining area cabinet was removed and floor is not covered by the carpet. Front door dead bolt is difficult to operate. Damage to wood frame was noted. Front door light cover

Dining Room: panel is broken. Sprinkler control box is located in the front door closet. Agent did not operate fireplace in Living Room or any windows throughout the house.

Kitchen: Kitchen tiled floor was cracked and chipped. Tiled countertop, sink and grouts were chipped. Black stains were noted on grouts around the sink. Holes on the bottom of shelf under sink. Water filter system was noted under sink.

Other Room: System was not tested and condition of the system is unknown. Black stains were noted on wood under sink.

Hall/Stairs (excluding common areas): Laundry Room: Stains and cuts were noted on laundry room linoleum floor. Holes and stains were noted on walls. Shelves were removed from the wall. Bottom section of one of the walls appeared to be patched.

Bedroom # 1 : Stains were noted on walls and carpet. Stains were noted on mirrored closet doors. Section of the floor under door frame is covered by linoleum. Stains and peeling paint were noted on windows.

Bedroom # 2 : Brown stains and peeling paint were noted on windows. Crawl space access is located in the closet. Stains were noted on walls and carpet.

Bedroom # 3 : Master: Mirrored closet doors do not operate properly. Stains were noted on walls and carpet. Door to side yard was difficult to open. Door frame appeared to be damaged at the bottom. Paint appeared to be peeling off the door frame.

Bath # _____ : Crack was noted on wall next to window. Handle on window was broken. Stains and paint peeling were noted around window. Master Bathroom: Bathroom was remodeled. Holes and stains were noted on walls. Brown stains were noted on tub ceiling.

~~Bath # _____~~ : Crack was noted on top and around tub wall panel. Brown stains were noted between tub wall panels. Black stains were noted on floor. Door does not close properly.

Bath # 2 : Stains and cuts were noted on linoleum floor. Towel handle was broken. Stains, scratches and holes were noted on walls. Brown stains were noted around sink. Black and white stains were noted in stall shower. Black stains were noted on

~~Other Room:~~ shower ceiling. Shower door rubs with tiled enclosure.

Buyer's Initials (_____) (_____)

Seller's Initials (RSC) (_____)

Reviewed by _____ Date _____



Property Address: 1704 Hillsdale Ave
San Jose, CA 95124

Date: February 25 2010

~~Other Room:~~ Front: The property is located on a corner lot with Hillsdale Avenue and Irlanda Way. Hillsdale Avenue is a four-lane street and traffic noise was noted.

EXTERIOR: Driveway (Irlanda) was removed and replaced with stones. Stains were noted on

Other: walkway next to gas meter. Gap was noted between concrete on the walkway to front door. Cracks were noted on driveway (Hillsdale), front walkway. Trip hazards were noted at front walkway. Side yard gate (Hillsdale) lock is broken.

Other: Tree droppings were noted on side patio next to garage. Down sprout between garage and side gate is broken. A piece of wood is missing near roof. Roof has green vegetations. One of the trees in the front was down. Gap was noted between

Other: the door (to kitchen) frames. Metal gate latches do not align. Back: Stains and cracks were noted on patio. Chimney cap was not installed and was stored on the patio. Electrical panel closet door does not align properly.

Garage/Parking (excluding common areas): Keypad and key lock next to the garage door were installed by previous owner. Key, code and condition of the locks are unknown. Roll-up door on the side of the garage was installed by previous owner. Agent did not

~~Exterior Building and Yard~~ Front/Sides/Back: operate the door and condition of the door is unknown. Stains, holes and chipped floor were noted on the garage floor. Walls were not completely finished.

Other Observed or Known Conditions Not Specified Above: Property was planned to be a daycare center and modifications were made in order to comply with codes and regulations. Plan did not go through and property was converted back to previous floor plan.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the Inspection) Elite Realty Services

By [Signature] Date 02/25/2010
(Signature of Associate Licensee or Broker)
Sky Kim

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Date 5-16-10
SELLER Roxanna Croteau
Roxanna Croteau

Date _____
SELLER _____

Date _____
BUYER _____

Date _____
BUYER _____

Real Estate Broker (Firm Representing Seller) Elite Realty Services Date _____

By Sky Kim (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) _____ Date _____

By _____ (Associate Licensee or Broker Signature)

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Reviewed by _____ Date _____

