

s2.5 - 2nd floor attic - destroyed insulation and damaged 2nd floor drywall ceiling

None of the following was disclosed by the Seller or the Seller's Agent in writing during the Disclosure period.

During the Seller's Occupancy a rodent or rodents ate through the side wall and occupied the 2nd floor attic for a period of time. To gain access to the attic to remove the rodents a large hole (approximately 2' x 8') was made in a second floor closet ceiling. The rodents were removed via trapping as opposed to poison and that took 3 weeks to do. At this time the rodents were believed to be racoons or skunks but that was never confirmed.

In preparation for sale, the General Contractor repaired the hole in ceiling with drywall. A small piece of drywall (12x22) was cut into the larger piece to allow for future access. That was held up with drywall screws.

No work was done to remedy the damage by the rodents. 900 sf of insulation that was fully tousled and soiled was left in the Attic. 2" to 6" stains in the drywall ceiling where urine had penetrated from above were painted over by the Professional Painter, but without enough Stain Blocker to make them fully disappear.

Pre-Sale Home Inspector Involvement in Negligence / Fraud / Conspiracy

The pre-sale home inspector claims he did not inspect the 2nd floor attic BUT that important fact was NOT included in his report summary AND where it was included in his report details, it was written in an extremely confusing manner that was easy to overlook. Furthermore, if you were able to find the comment, it was followed up by a statement indicating the access was too small for inspection and the home required modifications for an inspection, which was a fully false statement.

Our Discovery of this Damage

We were provided a pre-sale home inspection as part of our pre-offer disclosure documents.

That report summary was conspicuously absent of information related to the 2nd floor attic. The body of the document related to attic inspection was extremely confusing and misleading. Once figured out, it detailed an undersized attic access that supposedly required a home modification.

This reeked of a conspiracy to conceal from the get go.

As soon as we ratified the contract I set up an inspection for Friday, April 2, 2021. The inspectors were going to be myself and a General Contractor I knew. In addition to a general walk through we had specific goals of inspecting the 2nd floor attic and the crawl space. We also had specific goals of discussing existing termite damage estimates which were oddly omitted by the Termite Inspector.

During our walk through, I asked the Seller's Agent if in fact I had seen an attic access in the second floor closet ceiling. He confirmed that was an access. I indicated we'd need to remove the closet shelf and hanging bar to gain access and we'd brought our own ladder to inspect. He had no response.

When we got to the 2nd floor closet area, we noted the majority of the ceiling in the closet had been recently redone with new drywall. There was a 12x20 piece of drywall that was separate from the full new piece that had 4 screws holding it up.

As soon as we removed the screws holding up the 12x20 piece of drywall and as soon as we pulled that away from the ceiling, we were greeted by a pungent odor of rodent urine and feces.

As soon as we stuck our head in the hole, we were able to see that all 900sf of insulation had been severely tousled and damaged by some type of rodent who had been in the attic for a long period of time. (we had to use a flashlight to see the insulation clearly)

We were able to fully enter the attic through the opening. There was no need to modify the size of the attic opening for inspection purposes as had been claimed by the pre-sale home inspector.

We asked the Seller's Agent to poke his head through the hole and answer questions. He was not at all surprised by what he saw.

At that time we didn't realize he had been managing the property for 10 months nor that he had overseen the work to repair the ceiling and create the undersized access.

To our shock, he started to detail a rodent infestation that had transpired during the Seller's occupancy and a three week period of time they spent trapping the rodents because the Seller's children didn't want them poisoned. The seller's Agent then indicated the rodent(s) had gained access to the attic via a hole in the side wall. We hadn't thought that far yet, and as soon as he mentioned it we were able to locate the hole repair.

When we exited the attic we started inspecting the 2nd floor drywall ceiling. We were then able to see dozens of stain marks in the ceiling ranging from 2" to 5" in diameter. The Ceiling had been freshly painted, but not enough stain killer had been used to block the stains.

During this discovery process, the Seller's Agent seemed to be oblivious to the idea that his knowledge related to this defect that was not disclosed by the Seller at all was indicative of Conspiracy to Commit Fraud. Our discovery of a material fact and structural defect that was worth 1000's of dollars, didn't outwardly seem to bother him at all.

The Seller

1. The Seller failed to disclose material defects to 2nd floor attic insulation and 2nd floor ceiling drywall
2. The Seller paid a General Contractor to make the insulation defects difficult to access
3. The Seller paid a Painter to conceal stain related defects
4. The Seller paid a Home Inspector for a report that conspicuously omitted reference to an attic access limitation in the summary. That same report has numerous other misleading prose related to this particular matter and set of defects.
5. The Seller engaged the Seller's Agent 10 months prior to listing the property and that Agent was responsible for recommending the Contractor who closed up the hole and overseeing that work.

The Seller's Agent

1. The Seller's Agent Accepted disclosure documents which omitted proper reference to these defects, knowing they were inaccurate given he was fully aware of the defects and the work to conceal them.
2. The Seller's Agent Presented the Seller's Disclosure documents to a buyer knowing they were inaccurate given he was fully aware of the defects and the work to conceal them.
3. The Seller's Agent Failed to disclose the defects in writing as part of his requirements on the TDS, given they were not disclosed by the Seller

TDS Initial Disclosure - No insulation issues were disclosed for 2nd floor attic.	4
SPQ Initial Disclosure for Pests - No disclosure was made related to the Attic invasion	4
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TDS Initial Disclosure - No insulation issues were disclosed for 2nd floor attic.

The Seller makes a statement about issues with insulation under the structure, but that's all. There is no mention of damaged insulation in the 2nd floor attic.

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725 Date: March 16, 2021

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

☐ Interior Walls ☐ Ceilings ☒ Floors ☐ Exterior Walls ☒ Insulation ☐ Roof(s) ☒ Windows ☐ Doors ☐ Foundation ☐ Slab(s)

☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☒ Electrical Systems ☐ Plumbing/Sewers/Septics ☒ Other Structural Components

(Describe: upstairs windows might leak a little during heavy rain. Insulation under structure detached)

If any of the above is checked, explain. (Attach additional sheets if necessary.): minor water damage in dining room floor
Solar panels in need of regular maintenance. Power Max is 536kw/Month in last 6 months.
Cracking in cement in Pool house and around pool. Sheds and Water House in need of work.

SPQ Initial Disclosure for Pests - No disclosure was made related to the Attic invasion

The Seller states "see pest control reports". The only pest related report they provided was a pre-sale termite inspection. The seller claims "past rodent problem" but provides no details. The pre-sale home inspection report indicates a past problem in the crawl space, but nothing else. He claims termite signs in the pool house when in fact there were termite signs immediately inside the front door to the home too.

Much of what was written was done with vagueness and inversion in mind.

10. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...

A. Pets on or in the Property ☐ Yes ☒ No

B. Problems with livestock, wildlife, insects or pests on or in the Property ☒ Yes ☐ No

C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☒ Yes ☐ No

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☒ Yes ☐ No

If so, when and by whom See pest control report. past rodent problem. Termite signs in

Explanation: Pool house.

11. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No

B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ☐ Yes ☒ No

Buyer's Initials BC HB Seller's Initials CH TH

SPQ REVISED 6/16 (PAGE 2 OF 4) SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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SPQ Initial Disclosure for Other known Facts - is Blank

No additional comments related to this matter were included in 17 nor in the additional comments that were attached per 18.

17. OTHER: **ARE YOU (SELLER) AWARE OF...**

A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ☒ Yes ☐ No
(If yes, provide any such documents in your possession to Buyer.)

B. Any occupant of the Property smoking any substance on or in the Property ☐ Yes ☒ No

C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: Well/water reports, septic provided, pest report

18. ☒ (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller  Date 3/18/2021
 Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

DocuSigned by:  Date 4/1/2021
 Buyer _____ Date 4/1/2021
 Buyer  Date _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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12 Boardwalk -

Pre Sale Home Inspection done for Seller...



Prepared For: [REDACTED]
Property Address: [REDACTED] CA 95012
Inspector: [REDACTED]
Company: [REDACTED] Services
[REDACTED] WIN Home Inspection, Monterey
(831) 637-6134
[REDACTED]

Services Included in this Report:
Sellers Pre-Listing Home Inspection

WIN Home Inspection**Sellers Pre-Listing Home Inspection**

This report contains confidential information and is supplied solely for use by the client(s) of:

RLV Inspection Services dba WIN Home Inspection Monterey
880 Victory Drive, Hollister, California 95023
(831) 637-2194 monterey.wini.com

Work Order Number: 14898375

Service Date: 1/28/2021

Time: 1:00 PM

Site Address:

12 Bayview Rd, Castroville, CA 95012

For the purpose of this inspection, the Main Entry Door faces: South

Site Information:

Weather: 52 °F - Overcast / Rain

Approximate Year Built: 1967

Structure: Single Family - wood frame

Foundation: Concrete Perimeter & Slab

Bedrooms: 5

Bathrooms: 3

Floors: 2

Occupied: No

Client:

Name: [REDACTED]

Address:

Work Phone:

Home Phone:

Mobile Phone:

Email Address:

Client Present at Inspection: No

Buyer's Agent:

Name:

Company:

Address:

Phone:

Email:

Buyer's Agent Present at Inspection: No

Seller's Agent:

Name: K. A. Weinman

Company: Keller Williams Coastal Estates (Pacific Grove)

Address:

Pacific Grove, CA 93950

Phone: (831) 617-1111

Email: kweinman@kellerwilliams.com

Seller's Agent Present at Inspection: Yes

Inspector: Robert [REDACTED]

RLV Inspection Services

License / Certification: ASHI #250145

dba WIN Home Inspection Monterey

Email: rwin@wini.com

Notes:

INSPECTION NOTICE

Client/Site: [REDACTED] 12 Bayview Rd, Castroville, CA 95012 Workorder #: 14898375

RLV Inspection Services dba WIN Home Inspection Monterey (831) 637-2194

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Report Summary

The report summary was at the beginning of the document and it was a mix of text and images. That is unusual, and it made zero reference at all to the 2nd floor attic in the Summary, and given what we could see from looking into that attic during showings, what he highlighted in the summary was less important than other issues.

30. Attic - Duct Work Piping

Maintenance- exhaust fan

The duct work from the kitchen exhaust fan is separated in the attic area. This issue can contribute to increased humidity levels in the attic space, and structural issues. Appropriate repairs are recommended to exhaust to the exterior of the structure.



Client: [REDACTED] San Jose, CA 95012 Workorder #: 14898375
 Report: [REDACTED] WIN Home Inspection [REDACTED]
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Sellers Pre-Listing Home Inspection Summary Report

31. Attic - Ventilation

Attention - add vents at soffits

There were no soffit vents installed for air leading into the attic. There were roof box vents installed for the attic ventilation. Attic areas should be vented with half of the ventilating area near the high point of the roof (ridge) and the other half near the low point (eaves/soffit). This promotes a proper balance for displacement of the attic air build-up. The inspector recommends having a qualified contractor evaluate the existing amount of ventilation openings in the attic in order to provide recommendations and costs for providing more functional ventilation of the attic area.



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32. Raised Foundation - Access Location

Report Details

On page 48 is the attic section.

Attic

1. **Access Location/Type**
Staircase closet and Master Bedroom closet
2. **Attic Evaluated By**
Partial Entrance
3. **Access**
Satisfactory ✓
4. **Inaccessible Areas**
✓ Yes - size/location of access

Looks Good, RIGHT?

Client/Site: Micah Forstein 12 Bauris [REDACTED] CA 95042 Workorder #: 14898375
 [REDACTED] Services dba WIN Home Inspection, Monterey, CA 93940 831-2194
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Home Inspection Details

(Italicized comments also appear in the summary report)

The size and location of the upper attic access opening is not adequate. The inspector was unable to gain full access to the attic for inspection. Issues may exist but cannot be seen without proper access. We recommend further investigations when an attic opening is installed and access can be safely gained. Modifications of the existing access or installation of a new access opening is recommended in order for an inspector to inspect the attic area.

5. Insulation

Fiberglass Battens

There are 3 1/2 battens installed in the attic area. Adding insulation to the attic space is recommended to increase the energy efficiency of the structure.

The first four line items would lead someone to believe that "Access was Satisfactory" and he completed the inspection via partial access. A transparent answer to Inaccessible areas would have been "entire 2nd floor attic was inaccessible". Instead he wrote "Yes - size/location of access".

This appears to be intentional written confusion for all the benefits that provides.

The inspector claims to have done over 10,000 inspections in Monterey County since the 1990s. The Home Inspector has a degree in Communication, and his subtle use of inappropriate suggestive writing is throughout this document.

Access location and type - He put two locations in, not locations and type.

Attic evaluated by - he claims partial entrance, but the photo he took of the electrical box in the lower attic was full access. He was fully in the attic when he took the pic, Can tell by joist orientation

Inaccessible areas - he uses the word "yes" instead of just starting off with the paragraph found on the following page. After reading the positive text above it, the mind uses yes as an affirmative without interpreting the situation as a response to a negative question ...

14. Electrical Service - Outlets, Switches, Junction Boxes, Lighting

Attention - junction boxes/wires

-There is at least one open junction box in the attic. This can create a potential safety issue. All wire connections should be properly connected and placed inside an enclosed junction box. We recommend properly installing a cover plate as a preventive safety measure.



There is NEVER anytime when something as important as an attic doesn't get inspected that it should not be noted FIRST in the summary

I have an entire writeup on this "pre-sale home inspection" separate from this .

The misdirections and confusion were everywhere.

He seems to have a background in hypnotic suggestion and/or NLP or something comparable. If he didn't learn it hes a natural at it. The same can be said for the Sellers Agent

2015 Home Inspection report, for comparison

For comparison. this is the first page of the summary of the Seller's 2015 report. The summary is in the rear, as typical. The summary is just text, which is appropriate. The very first item is non-inspected items and it seems the 2nd floor attic was not inspected then due to a total lack of access. In this report, the inspector tells the Seller exactly how large an access should be. That gives rise to a different problem related to knowing there was no proper access when he purchased and then putting in an access that was less than large enough when he had to put one in to sell the home. NOTE: This document was obtained 16 days into the transaction and there was content in it that we feel was intended to scare us off.



13 Riverside Rd., Costa Mesa, CA 92626 Page 36 of 38

Recommended Highlights

IMPROVEMENT RECOMMENDATION HIGHLIGHTS

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. **These highlights are not a "summary" of the inspection report.** We urge you to read the entire inspection report before you review this section. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations. Items underlined in the body of the report are items found in the "Recommendation Highlights" section of the report.

1. **Further Evaluation, Repair:** No access has been provided for the attic/roof area above the second story. If access were available, with the opportunity for further inspection, reportable conditions may be discovered. An attic with a vertical height of 30" or more should be provided with a minimum 22"x30" opening unobstructed by pipes, ducts and similar construction and provided with a cover. The attic should be thoroughly inspected when access is available.
2. **Repair:** Areas were observed where the roof covering was damaged, missing or had slipped out of place, exposing the underlying felt paper membrane to the elements. All damaged, missing or loose roofing material should be repaired or replaced and all roof penetrations should be examined and sealed as necessary.
3. **Repair:** A gap was observed where the pipe or vent passes through the top of the jack flashing. Gaps around all jack (cone) flashings should be sealed to help prevent moisture entry.
4. **Repair:** The masonry chimney moved noticeably when shaken and appears to be broken. We recommend that a qualified licensed masonry contractor be consulted for further evaluation and repairs as necessary.
5. **Repair:** The downspout(s) in the front of the house were not properly extended. This condition will allow roof water to pool near the foundation that often leads to excess moisture around the foundation or in the basement and/or underbuilding crawl space. The discharge from all downspouts should be routed sufficiently away from the structure (usually at least 6' to 10') to prevent puddling, pooling, and saturation of the soil around the building.
6. **Repair:** The soil below the walkway in the front of the house has settled and/or heaved significantly, necessitating repair. We recommend that the damaged sections of walkway be replaced to create a smooth, even walking surface.
7. **Repair:** There are large cracks and lifting in the walkway in the back of the house that presents a trip hazard. Use of the walkway could be hazardous, possibly causing personal injury. Vertically separated areas in the walkway should be patched or repaired as necessary for improved safety.
8. **Repair:** Open joints and openings around wall penetrations in the siding around the brick veneer wall, windows and doors may allow water to enter. Open joints and openings in the siding should be closed with good quality caulk and then painted to help prevent water penetration and damage to the siding and underlying building elements.
9. **Repair:** Moisture damage was observed in the fascia in the front of the garage. The damaged sections of fascia (boards nailed across the ends of the rafters at the eaves) should be repaired or replaced as necessary. A qualified licensed pest control contractor should be consulted for further evaluation and correction.
10. **Repair:** The sliding glass door at the upper back deck had a BB hole in the glass. We recommend that the damaged glass be replaced for improved safety.
11. **Repair:** The floor joists that are cantilevered (extended beyond the foundation or wall on the exterior of the home) to form a deck are damaged by moisture. This design risks moisture damage extending to the portion of the joists serving the house interior floor as well. We recommend that a qualified licensed pest contractor be consulted for further evaluation and repairs as necessary.
12. **Repair:** The deck was built with cantilevered deck joists, and was installed without flashing. This can create a condition conducive to possible water penetration into the dwelling, which can cause damage to the underlying structure. The decks should be properly flashed to reduce the potential for water penetration into the dwelling.
13. **Repair:** The railing for the deck is loose. The railings should be reinforced or replaced to provide improved safety.
14. **Repair:** The openings for the railing on the deck are large enough to allow a child to fall through. While this may have been acceptable at the time the deck was built, we recommend modification of the railings to eliminate safety hazards, especially for children and pets.
15. **Repair:** The wall and ceiling of the garage was noticeably water stained. We recommend investigation as to the source of the moisture followed by repair as necessary. A qualified licensed roofing contractor should be consulted for further evaluation and correction.

This confidential report is prepared exclusively for [redacted]

© 2015 Home [redacted]

Our Inspection with a Contractor

As indicated in the introduction, we had no major problems getting into the attic for the inspection, other than having to remove the shelf, closet bar and piece of drywall for access. It was about a 12 x 24 opening. Enough for anyone to get their head thru and many to get their body through, as we all did.

That's when we first identified the problems. The Seller's Agent was there at the time of the inspection.

Our Inspection with a Home Inspector

We had no major problems getting into the attic for the inspection, other than having to remove the shelf, closet bar and piece of drywall for access. It was about a 12 x 24 opening. Enough for anyone to get their head thru and many to get their body through, as we all did.

12345, Castroville, CA

Attic

This report describes the method used to inspect any accessible attics; and describes the insulation and vapor retarders used in unfinished spaces when readily accessible and the absence of insulation in unfinished spaces at conditioned surfaces. Inspectors are required to inspect insulation and vapor retarders in unfinished spaces when accessible and passive/mechanical ventilation of attic areas, if present.

1. Access

Observations:

- Multiple locations.
- **Recommend installing an access panel in the master bedroom closet.**



8. Insulation Condition

Observations:

- **Tunneling observed at house insulation.**
- **The insulation installed in the rafters is disturbed by rodent activity. The house insulation is minimal. Recommend having the existing insulation replaced due to rodent damaged.**



Found dispersed.



Rodent activity noted.



9. Exhaust Vent

Observations:

- Could not access or could not be found.





Photos were tough to get but shadows are visible.

The stains ranged from silver dollar size to 3-4 inches. There were 30-40 stains. Mostly in the two south bedroom ceilings but some minor in others. (May 22, 2021)



The Seller's Agent's response to our Inspection findings was startling

As described in the summary, the Agent's response to our discovery of this was startling.

He started filling in blanks about a rodent infestation. He told us there was a hole that had been closed up. We only found out after he told us about it.

He knew everything about the attic and both the insulation damage and what caused it.

Had we not gotten in the attic there is no reason to believe he would have shared any of that.

It was like playing a game of hide and seek with information.

If we didn't ask, he wasn't going to tell. If we did ask, he would tell everything, seemingly not understanding a thing about proper disclosure law OR he felt he didn't need to care about it for one reason or another.

His knowledge of these defects revealed he should have known his client failed to disclose any of it properly too.

His knowledge of these defects revealed he would have known the pre-sale home inspection he provided prior to our offer failed to disclose a significant material fact and defect.

Invoice from Contractor to Close up Ceiling

JOHN SMITH, GENERAL CONTRACTOR #334783
 SINCE 1980
 115 CARLTON DRIVE
 DEL. BEACH, FL 33440
 781-851-855
 INVOICE

11.18.20

12 Bayview
 12 Bayview

Completed as per quote:

Remove deck on South wall, build new deck off of master bedroom	\$6100.00
Remove shed behind pool house, remove debris from site	2500.00
Provide and install new counter top in kitchen	3900.00
Paint inside front entry doors	275.00
Window casings installed living and 1-bedroom	150.00
Baseboards installed in laundry and bath	170.00
Provide and install smoke detectors and carbon monoxide	250.00
Repair hole in master closet ceiling	95.00
Reverse swing downstairs bath door	140.00
Provide and install new, 1.28 toilet in master bath	275.00
Total	\$13,855.00
ROA, thank you	-2000.00
ROA, thank you	-3500.00
Total Due	\$8355.00

Invoice from Painting Contractor to GC for Interior Painting

DAVID M. [REDACTED]
1002 FORTOLA DR.
DUBLIN, CA 94568
831-277-2510
EMAIL- davidm@woodhousepainting.com

License # 840000

September 7, 2020

John Shattuck
Job: 12 Review Castroville Ca.

To THE GC

Enclosed you will find our cost proposal for interior painting at the residence above. If you have any questions or concerns regarding the information provided, please call me at the number listed above.

Thank you for considering David Woodhouse Painting. I look forward to working with you in the near future.

Any alteration or deviation from the following specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board at P.O. Box 26000, Sacramento, Ca 95826.

Liability and Workmans Compensation Insurance to be presented upon request.

Respectfully submitted,

David M. [REDACTED]
contractor

Work to be performed - Paint walls & ceilings- prime & paint window sills & trim.

1. Remove wallpaper in upstairs bedrm.
2. Paint kitchen ceiling only.
3. Paint walls & ceilings in downstairs hallway entry & living rm.
4. Paint walls & ceilings in stairway, upstairs hall & 5 bedrooms.
5. Prep prime & paint window sills & trim except bathrooms & kitchen.
6. No painting in bathrooms.

Preparation- Holes to be filled with appropriate patching compound and matched to surface profile. Cracks to be caulked and matched to surface profile. Peeling paint to be scraped and sanded to a fine edge. All bare wood to be primed.

Application- Apply all coats evenly, free from runs sags and other blemishes. Allow each coat to dry thoroughly before applying subsequent coats.

Cost for labor and materials: \$ 5,500.00

Work to be performed - Prep, prime & paint 11 doors and casings upstairs.

Cost for labor & materials - \$ 1,700.00

NOTE: He does NOT quote stain blocker and that's how we were able to identify the stains in the ceiling.

Response from Seller when asked about it was also a bit Startling...

10) yes to Pets Animals and Pests - He indicates see termite. We have that. He references past rodent problem. We have no documents on that and it appears to have been a very large problem resulting in the need to replace about 1800sf in insulation. Any documents on that appreciated - The work on the rodent problem was over a 3 week period, because my daughter didn't want them harmed. So live traps were set. In addition, we paid the exterminator to come back and close up the access holes. After that we didn't have any problems. except droppings, which we cleaned up in any part of the house where it was, but not the attic because no one was going in there so it wasn't a problem.

Well. Because they didn't go into the attic, the urine and feces from weeks or more of infestation simply wasn't relevant.

With that, you get a glimpse into a different world.

In this, he still doesn't answer anything clearly. Exactly what kind of rodents were they? Those feces we found weren't rats. They were the size of cat droppings. It'd be shocking if those we found were found in other parts of the home?

This was the kind of vague, suggestive and confusing communication we received the entire time.

Odd coming from an engineering manager in bio tech who claims to be an exceptional communicator on his linked-in bio?

May 24, 2021 - after close of escrow - Photos





We believe it was raccoons. They talked around the issue a half dozen times without clarifying it.



TDS page 2 - Seller Negligence / Fraud / Conspiracy

B) Seller omits to reference 900sf of insulation destroyed during pest infestation

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725 Date: March 16, 2021

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

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

(Describe: upstairs windows might leak a little during heavy rain. Insulation under structure detached)

If any of the above is checked, explain. (Attach additional sheets if necessary.): minor water damage in dining room floor
Solar panels in need of regular maintenance. Power Max is 536kw/Month in last 6 months.
Cracking in cement in Pool house and around pool. Sheds and Water House in need of work.

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or 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. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

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

- Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property. ☒ Yes ☐ No
- Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property. ☒ Yes ☐ No
- Any encroachments, easements or similar matters that may affect your interest in the subject property. ☒ Yes ☐ No
- Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
- Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. ☐ Yes ☒ No
- Fill (compacted or otherwise) on the property or any portion thereof. ☐ Yes ☒ No
- Any settling from any cause, or slippage, sliding, or other soil problems. ☐ Yes ☒ No
- Flooding, drainage or grading problems. ☐ Yes ☒ No
- Major damage to the property or any of the structures from fire, earthquake, floods, or landslides. ☐ Yes ☒ No
- Any zoning violations, nonconforming uses, violations of "setback" requirements. ☐ Yes ☒ No
- Neighborhood noise problems or other nuisances. ☒ Yes ☐ No
- CC&R's or other deed restrictions or obligations. ☐ Yes ☒ No
- Homeowners' Association which has any authority over the subject property. ☐ Yes ☒ No
- Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). ☐ Yes ☒ No
- Any notices of abatement or citations against the property. ☐ Yes ☒ No
- Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): Hexavalent Chromium 18 ppb in water
Remove with water filter if desired, naturally occurring. State of California water board undecided
acceptable limits. Current statute is 50ppb. Well is on property but shared with 8 families, who
pay for use and pay for maintenance/County of Monterey health department use fees. Run as business.
Farm Animal noise, Some gunfire sounds from neighbors. Well is on a separate electrical circuit.

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials BC HB Seller's Initials MC

TDS REVISED 6/20 (PAGE 2 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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12 Beardwalk -



SPQ page 2 - Seller Negligence / Fraud / Conspiracy

Seller indicated the home had been painted inside and out. No painting receipts were provided initially. Well after 7 day period a receipt was provided for interior ceilings. Seller paid to conceal drywall damage that needed proper remediation.

Locustign Envelope ID: A8U9B9E4-4652-4B06-97B7-1992C610AF2E

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725

6. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☒ Yes ☐ No
- C. Ongoing or recurring maintenance on the Property pool maintenance; solar panels pressure washed (for example, drain or sewer clean-out, tree or pest control service) ☒ Yes ☐ No
- D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No
- E. Whether the Property was built before 1978 ☒ Yes ☐ No
- (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed? ☒ Yes ☐ No
- (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ☒ Yes ☐ No

Explanation: removal of popcorn ceiling and paneling in all parts of house, painted inside and out.

plumbing work throughout, (solar power add), floors replaced, stairs rebuilt, kitchen countertop replaced, as was sink/tile in kitchen

7. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☒ Yes ☐ No
- B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ☒ Yes ☐ No
- C. An alternative septic system on or serving the Property ☐ Yes ☒ No

Explanation: heating system repaired, electrical, plumbing, water all repaired, well pressure vessels replaced 6/2020 roof replaced 2016, chimney in need of repair (fire place works).

8. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No

Explanation:

9. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☒ Yes ☐ No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ☐ Yes ☐ No
- C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☐ No

Explanation: prior fridge icemaker leak caused discoloring in dining room doorway.

10. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Pets on or in the Property ☐ Yes ☒ No
- B. Problems with livestock, wildlife, insects or pests on or in the Property ☒ Yes ☐ No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☒ Yes ☐ No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☒ Yes ☐ No

If so, when and by whom see pest control report, past rodent problem, Termite signs in

Explanation: pool house.

11. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ☐ Yes ☒ No

Buyer's Initials BC AB

Seller's Initials BC AB



SPQ REVISED 6/18 (PAGE 2 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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12 Boardwalk -

TDS page 3 - Seller's Agent Negligence / Fraud / Conspiracy

Sellers Agent failed to disclose additional information he was aware of

Seller's agent was aware the seller did not fully disclose 2nd floor attic and 2nd floor ceiling issues

Property Address: 1234567890, Castroville, CA 95012-9725 Date: March 16, 2021
 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, [Signature] Date 3/16/2021
 Seller Micah A Forstein Date _____

III. AGENT'S INSPECTION DISCLOSURE

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

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

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items:

Agent (Broker Representing Seller) KW Coastal Estates By [Signature] Date 3/18/2021
 (Please Print) (Associate Licensee or Broker Signature)
Kent Weinstein

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:

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items:

Agent (Broker Obtaining the Offer) [Signature] By [Signature] Date 3/18/2021
 (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 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) KW Coastal Estates By [Signature] 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.

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

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12 Roundtable