



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 4/11)

This inspection or disclosure concerns the residential property situated in the City of San Clemente County of Orange  
State of California, described as 3016 Eminencia Del Norte (Property)

Inspector: Performed By: Real Estate Broker Firm Name: First Team

California law requires, with limited exceptions, that a real estate broker or salesperson (collective, "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 standalone detached dwelling (whether or not located in a subdivision or a planned development) or to 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 or under 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 hill side, 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.**

Buyer's initials: \_\_\_\_\_

Seller's initials: Bm SB TC  
\_\_\_\_\_ XN XJ

The last right law on the cover of this book, Title 17, § 2, Code of Civil Procedure, provides that a copy of this disclosure statement shall be provided to the buyer at the time of the sale. If you are a buyer, you should receive a copy of this disclosure statement from the seller. If you are a seller, you should provide a copy of this disclosure statement to the buyer at the time of the sale.

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Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Agent Broker: \_\_\_\_\_ CA Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Prepared using zipFormS software

Property Address: 3016 Eminencia Del Norte  
San Clemente CA 92673

Date: 6/24/11

Inspection Performed By (Real Estate Broker Firm Name): First Team

Inspection Date/Time: 11:15 6/24/11 Weather conditions: Good

Other persons present: George Kimburis, Alysa Maxwell

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): clean

Living Room: clean

Dining Room: clean

Kitchen: clean

Other Room: \_\_\_\_\_

Hall/Stairs (excluding common areas): Some carpet staining

Bedroom #: SIGNS OF RODENTS IN BEDROOMS

Bedroom #: Drawers need repairs in most bedrooms

Bedroom #: \_\_\_\_\_

Bedroom #: \_\_\_\_\_

Bath #: \_\_\_\_\_

Bath #: \_\_\_\_\_

Bath #: \_\_\_\_\_

Other Room: Some major repairs needed to exterior of - per level

Buyer's Name: \_\_\_\_\_

*RM 1234* *OK* *1234*  
Seller's Initials: XH XH

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



Property Address: 5016 Eminencia Del Norte  
San Clemente, CA 92673 Date: 6/24/11

Other Room: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Garage/Parking (excluding common areas): Looks Good

Exterior Building and Yard - Front/Sides/Back: Looks that landscaping needs some water  
bees have made a home in front

Other Observed or Known Conditions Not Specified Above: This is quite a unique and large  
property - professional inspection recommended to all buyers

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: First Team  
By: [Signature] Date: 6/24/11  
Signature of Associate Licensee or Broker

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: 6/24/11 Date: \_\_\_\_\_  
SELLER  [Signature] SELLER  [Signature]  
Patel Family Trust  
Date: \_\_\_\_\_ Date: [Signature]  
BUYER \_\_\_\_\_ BUYER \_\_\_\_\_

Real Estate Broker (Firm) Representing Seller: First Team  
By: [Signature] Date: 6/24/11  
(Associate Licensee or Broker Signature)

Real Estate Broker (Firm) Representing Buyer: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Associate Licensee or Broker Signature)

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Revised by \_\_\_\_\_ Date \_\_\_\_\_  
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Not a contract