

**MOBILEHOME AND
MANUFACTURED HOME RESALE
DISCLOSURE FORM
EFFECTIVE 1-1-2000**

CIVIL CODE SEC. 1102.6D. MOBILEHOME TRANSFER DISCLOSURE FORM (NEW)

Except for manufactured homes and mobilehomes located in a common interest development governed by Title 6 (commencing with Section 1351), the disclosures applicable to the resale of a manufactured home or mobilehome pursuant to subdivision (b) of Section 1351, the disclosures applicable to the resale of a manufactured home or mobilehome pursuant to subdivision (b) of Section 1102 are set forth in, and shall be made on a copy of, the following disclosure form:

**MANUFACTURED HOME AND MOBILEHOME;
TRANSFER DISCLOSURE STATEMENT**

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT

_____ **IN THE CITY OF** _____,

COUNTY OF _____, **STATE OF CALIFORNIA, DESCRIBED AS**

YEAR	MAKE	SERIAL #(S)	HCD DECAL # OR EQUIVALENT
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THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (B) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF _____

DATE

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREINAFTER THE SELLER), 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. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

**I
COORDINATION WITH OTHER DISCLOSURES & INFORMATION**

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or local enforcement agency). Substituted disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

- Home inspection reports completed pursuant to the contract of sale or receipt for deposit.**
 - Additional inspection reports or disclosures:** _____
- _____

SELLER'S INFORMATION

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 Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health and Safety Code, 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 Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller is is not occupying the Home.

A. The subject Home includes the items checked below which are being sold with the Home (read across):

- | | | |
|---|---|--|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Burglar Alarm | <input type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Cndtng. | <input type="checkbox"/> Wall/Window Air Cndtng |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Porch Decking | <input type="checkbox"/> Porch Awning | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Spa Locking Safety Cvr* |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Hot Tub Locking Cvr* | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Solar/Spa Heater | <input type="checkbox"/> Gas Water Heater | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Electric Water Heater | <input type="checkbox"/> Water Htr Anchored,
Braced or Strapped* | <input type="checkbox"/> Bottled Propane |
|
 | | |
| <input type="checkbox"/> Carport Awning | <input type="checkbox"/> Attached Garage | <input type="checkbox"/> Detached Garage |
| <input type="checkbox"/> Automatic Garage
Door Opener(s)* | <input type="checkbox"/> # Remote Controls | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Window Secure Bars | <input type="checkbox"/> Bedroom Window Quick Release Mechanism* | |
| <input type="checkbox"/> Earthquake Resistant
Bracing System | <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Rain Gutters |

Exhaust Fan(s) in _____ 220 Volt Wiring in _____
 Fireplace(s) in _____ Gas Starter(s) _____
 Roof(s) and type(s) _____ Roof Age (Approximate) _____
 Other _____

***If there is an automatic garage door opener or safety cover listed above, it 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 the Health and Safety Code, 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. The water heater may not be anchored, braced, strapped or secured in accordance with Section 19211 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.**

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): _____

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?

Yes No If yes, check appropriate space(s) below:

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows
 Doors Home Electrical Systems Plumbing Porch or Deck Porch Steps & Railings
 Other Steps & Railings Porch Awning Carport Awning Other Awnings Skirting
 Home Foundation or Support System Other Structural Components (Describe: _____

_____)

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

C. Are you (The 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, or chemical storage tanks on the subject home interior or exterior..... Yes No
2. Room additions, structural modifications, or other alterations or repairs made without necessary permits..... Yes No
3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes..... Yes No
4. Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system..... Yes No
5. Drainage or grading problems with the home, space or lot..... Yes No
6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides..... Yes No
7. Any notices of abatement or citations against the home or accessory structures being sold with the home..... Yes No
8. Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home..... Yes No
9. Neighborhood noise problems or other nuisances..... Yes No
10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space..... Yes No

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

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 _____ Date _____
Seller _____ 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 HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent
Representing Seller _____ By _____ Date _____
(Please Print) (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 HOME, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

V

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE HOME AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THE 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
Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

VI

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER 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 MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.