



FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY, DISCLOSURE, AND ADDENDUM

(C.A.R. Form FHDS, 5/21)

This is an advisory, disclosure, and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated _____, on property known as Palomar Mountain Properties, Palomar Mountain, CA 92060 ("Property"), in which _____ is referred to as Buyer, and _____ is referred to as Seller.

1. FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:

A. LAW APPLICABILITY:

- (1) **Fire Hardening Disclosure:** The disclosures specified in paragraph 3 are only required for sellers of residential properties that: (i) contain one to four units, (ii) constructed before January 1, 2010, and (iii) are located in either a high or very high fire hazard severity zone, if the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS).
- (2) **Defensible Space Compliance:** The disclosures and requirements specified in paragraph 4 are only required for sellers of residential properties that (i) contain one to four units and (ii) are located in either a **high or very high** fire hazard severity zone, if the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS).
- (3) **Inspection Report including Fire Hardening/Defensible Space Compliance:** The disclosure of a final inspection report obtained under the specifications in paragraph 5 is only required for sellers of residential properties improved with one to four units if the seller is obligated to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS). Any seller may be required to provide a copy of such a final inspection report pursuant to a contractual or voluntary disclosure or as a material fact.

B. WHERE TO LOCATE INFORMATION: Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures below because a buyer might consider the information material. A seller may voluntarily make the disclosures in paragraphs 3B and 4, even if not mandated by law.

2. FIRE SEVERITY ZONE:

A. The home is in a high or very high fire hazard severity zone.

OR **B.** ☐ The home is NOT in a high or very high fire hazard severity zone. Seller is providing this form as an advisory and, if paragraph 3B is completed below as a voluntary disclosure.

3. FIRE HARDENING DISCLOSURE (only required to be completed if criteria in 1A(1) are met):

A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE [HTTP://WWW.READYFORWILDFIRE.ORG](http://WWW.READYFORWILDFIRE.ORG)".

B. FIRE HARDENING VULNERABILITIES: Seller is aware of the following features that may make the home vulnerable to wildfire and flying embers (check all that apply):

- (1) ☐ Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant.
- (2) ☐ Roof coverings made of untreated wood shingles or shakes.
- (3) ☐ Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck.
- (4) ☐ Single pane or non-tempered glass windows.
- (5) ☐ Loose or missing bird stopping or roof flashing.
- (6) ☐ Rain gutters without metal or noncombustible gutter covers.

4. DEFENSIBLE SPACE REQUIREMENTS (only required to be completed if criteria in 1A(2) are met):

A. DEFENSIBLE SPACE ADVISORY: Public Resources Code § 4291 requires that, in order to minimize the risk of fire affecting a building or structure on the Property, a defensible space around the improvement be maintained within 100 feet of the improvement. Many local governments have enacted a local vegetation management ordinance for that same purpose. (Collective, "defensible space laws.") Effective July 1, 2021, Civil Code § 1102.19 requires disclosures regarding compliance with defensible space for certain specified properties.

B. DEFENSIBLE SPACE COMPLIANCE ((1) applies unless (2), (3), or (4) is checked):

(1) **NO LOCAL ORDINANCE, BUYER shall obtain documentation of compliance with the State defensible space law;**
No local ordinance: There is no local ordinance requiring proof of compliance with defensible space laws. Buyer shall obtain documentation of compliance **within one year of Close Of Escrow**. This requirement only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Inspector").

OR (2) ☐ **NO LOCAL ORDINANCE. SELLER within the previous 6 months has already obtained documentation of compliance with the State defensible space law:** There is no local ordinance requiring Seller to provide proof of compliance with defensible space laws, but Seller voluntarily obtained documentation within the last 6 months, from an Authorized Inspector. Seller shall deliver documentation to Buyer within 7 Days after Acceptance.



OR (3) ☐ **LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT. BUYER shall obtain documentation of compliance with the defensible space law:** There is a local ordinance requiring proof of compliance with defensible space laws and it allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.

OR (4) ☐ **LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT. SELLER shall provide documentation that Property is in compliance with defensible space law:** There is a local ordinance requiring Seller to provide proof of compliance with defensible space laws prior to Close Of Escrow. If Seller has already obtained documentation, Seller shall deliver documentation to Buyer within 7 Days after Acceptance. If Seller has not yet obtained documentation, Seller shall deliver documentation to Buyer 5 days prior to Close Of Escrow.

(5) If (2) or (4) is checked, the local agency from which a copy of the documentation may be obtained is _____, which may be contacted at _____.

5. ☐ (If checked) **FINAL INSPECTION REPORT (only required to be completed if criteria below and in 1A(3) are met):** Seller has obtained a final inspection report that includes compliance with certain defensible space and home hardening requirements pursuant to Government Code § 51182. A copy of the report is attached, or ☐ a copy may be obtained at _____.

Seller represents that Seller has provided the answers on this form and that such information is true and correct to the best of Seller's knowledge. Seller acknowledges receipt of this Fire Hardening and Defensible Space Advisory, Disclosure, and Addendum and agrees to the applicable terms in paragraph 4B.

Seller _____ Date _____ Seller _____ Date _____

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Advisory, Disclosure, and Addendum and agrees to the applicable terms in paragraph 4B.

Buyer _____ Date _____ Buyer _____ Date _____

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