



## Local Area Disclosures for Greater Palm Springs and Coachella Valley

### 1. Weather Advisory, Natural Hazards & Conditions, Wind

Buyer is aware and acknowledges that given the area's desert environment, the subject Property located in the Greater Palm Springs area and Coachella Valley may be subject to numerous natural conditions and/or hazards, such as high winds, extreme daily fluctuations of heat and cold, and flash flooding. These conditions can cause numerous health and safety concerns, such as extreme pollen and dust related allergy problems. Buyer is aware that the Greater Palm Springs area and Coachella Valley are subject to high winds, and that some areas may be subject to greater wind than others based on numerous factors, such as terrain and weather conditions. Sand and wind storms may occur and may cause damage. Broker recommends that Buyer consult with the appropriate experts regarding the potential impact of these conditions on the Property, and that Buyer conduct or have others conduct all desired investigations and research deemed necessary to satisfy -any concerns, regarding local weather patterns.

### 2. Pests, Vermin, Plants/Shrubs

There are numerous pests in the Greater Palm Springs area and Coachella Valley, including but not limited to, black widow spiders, ants, rattlesnakes, scorpions, fire ants, skunks, raccoons and coyotes (collectively "pests"). Coyotes have been known to kill household pets-. Broker recommends appropriate steps be taken to protect children and/or pets, to avoid potential dangers. Broker recommends that Buyer consult with a local pest control company or wildlife control company to determine whether regular service of the Property can provide some protection from pest problems. Buyer is also advised that many Oleander plants or shrubs may be infected or could become infected, which may require their removal. Broker recommends that Buyer consult with the appropriate experts regarding the potential impacts of these conditions on the Property.

### 3. Leased Land

Buyer is aware that many homes and/or structures in the Greater Palm Springs area and Coachella Valley are on leased land which may be owned by Native Americans or non-Native American, individuals or entities. This type of land is leased, rather than sold. This means that the real property, or land that lies underneath the home or structure, does not transfer with title. Upon the transfer of these properties, the Buyer may receive a land lease or sublease, rather than Fee Simple title to the property. Broker strongly recommends that Buyer investigate whether the Property is located on such leased land and what type of title, if any, Buyer will receive upon close of the subject transaction. If the Property is on Native American Tribal lease land, the Bureau of Indian Affairs is usually involved in and must approve any transfer. This can cause delays in the process. There may also be substantial transfer fees required and payment of these fees is negotiable between the buyer and seller. The remaining term of lease or sublease should also be considered, as well as the potential for renewal. Broker further recommends Buyer procure and review all lease and or sublease documents affecting the Property, and consult with the proper experts, including legal and tax counsel, regarding the impact of leases or subleases and this form of ownership on the Buyer's use and enjoyment of the property.

### 4. Airports, Flight Paths and Railroads

Buyer is advised that there are multiple airports located in and around the Greater Palm Springs area and Coachella Valley. The Palm Springs International Airport is located within the Palm Springs city limits. The frequency and hours of aerial traffic, flight paths, altitude and other factors related to those airports are subject to change. Some properties may or may not lie within flight patterns, and/or



adjacent to airports, and may be subject to noise conditions, vibration impacts and flight patterns, which are subject to change at any time. Broker strongly advises Buyer to investigate all existing and future plans for flight path expansions, and any changes that may affect the subject Property. For additional information regarding the use and potential expansion of local airports, Buyer may contact: 1) The Palm Springs International Airport, 760-318-3800; 2) The Bermuda Dunes Airport, 760-345-2558, 3) The Desert Resorts Regional Airport, 800-235-9876. Additionally, the railroad runs through the entire valley. There are currently two tracks and trains run frequently, at all hours. Buyer should determine the proximity to the tracks and the noise created by the trains, whistles and crossing signals.

**5. Salton Sea and Water Conflicts**

The Salton Sea is a large body of semi-stagnant salt water lying below sea level at the Eastern end of Coachella Valley. Buyer is aware that, when certain wind conditions are present, an unpleasant odor from the Salton Sea is noticeable throughout the Greater Palm Springs area and Coachella Valley. Broker recommends that the Buyer investigate this condition and its impact on the Property if there is a concern. There are pending lawsuits between the Water Districts in the Valley and the Native American tribes, contesting the rights to provide water and watershed and ground water maintenance issues which may affect the public water supply. Most of the public water provided by the Water Districts is underground and pumped from wells. There is ongoing concern about the varying levels of the water table in Greater Palm Springs area and Coachella Valley. Buyer should contact the applicable Water District to obtain information if they have any questions regarding these issues.

**6. Earthquakes**

Buyer is aware that California including the Greater Palm Springs area, and Coachella Valley, is subject to earthquakes. There are fault lines that run through or close to the Greater Palm Springs area and Coachella Valley including the San Andreas fault line as well as other known and unknown earthquake faults. Broker recommends that the Buyer consult with the appropriate experts and licensed professionals if buyer is concerned about fault locations and any impact it may have on the property.

**7. Washes and flooding**

Buyer is aware that there are a number of dry stream beds, or “washes” throughout the Greater Palm Springs area and Coachella Valley, that are subject to the potential for flooding during heavy rains. “Flash Flooding” can make access to some properties difficult, dangerous and inaccessible during periods of heavy rain. Broker recommends that Buyer consult appropriate licensed professionals to satisfy any questions concerning the subject property pertaining to past flooding and/or potential flooding and problems that may result from such flooding.

**8. Soils and Land**

Buyers and Sellers acknowledge that Broker and Agents are not experts in the fields of geology and engineering, and have no knowledge of the soil condition of the Property. It is expressly agreed upon between the Buyer and Seller that the Buyer is purchasing the property in its “as is” condition and with all faults as to the soil, related problems of any nature whatsoever, whether caused from the soil in its natural state or modified by third persons or business entities. Buyer and Seller have been advised that Southern California in general, consists of clay, adobe, expansive soils, and there are minor and major fault lines throughout the area. Therefore, Buyer is advised to seek the services of qualified soil engineers, structural engineers and/or other experts of his/her own choosing to determine the condition and suitability of the Property. Buyer and Seller agree that soils analysis/evaluation cannot be performed by a reasonably competent and diligent visual inspection and thus hold the Broker and



Agents harmless from any damages or losses in value suffered to the subject Property by virtue of any soil, structural or design related deficiencies.

**9. Sewer Connections**

Buyer is aware that many homes in the Greater Palm Springs area and Coachella Valley are not connected to any local sewer systems. In some cases a connection to that system may be required prior to the close of escrow. Broker recommends and encourages Buyer to investigate to their satisfaction, by consulting licensed contractors and/or the appropriate government or water agency employees to determine whether the subject Property is connected to a City's sewer system. Broker also recommends that Buyer consult with appropriate city agencies and/or contractors to determine if the Property must be connected to the sewer, the potential cost and who is responsible for the cost involved to complete the sewer connection.

**10. Regulations/Restrictions - Rentals, Vacation Rentals, Short Term Vacation Rentals (City and HOA)**

Cities in the Greater Palm Springs area and Coachella Valley may have individual city ordinances with regards to Rentals, Vacation Rentals and Short Term Vacation Rentals. Additionally, Home Owner Associations (HOA) may have Conditions, Covenants and Restrictions (CC&Rs) and/or Bylaws and/or rules that regulate and/or restrict the use of the subject property as a Rental, Vacation Rental or Short Term Vacation Rental. Buyer should consult the appropriate city agencies and/or the Home Owner's Association (HOA), Country Club or Management firm to determine whether restrictions and/or regulations exist.

**11. Country Club Memberships**

Buyer is aware that there are many properties in the Greater Palm Springs area and Coachella Valley, which are subject to CC&Rs that require the transfer of Seller's proprietary Country Club Membership before the close of escrow and final transfer of real property. Buyer is aware that a fee may be required prior to such a transfer. Broker recommends that Buyer review the subject CC&Rs and contact the HOA, Country Club or Management firm to determine whether such a requirement exists, and the amount of the transfer fees, with regard to the Property.

**12. Golf Courses**

Buyer is aware that purchasing a home adjacent to, or on a golf course generally results in the Buyer assuming all foreseeable risks associated with a golf course such as injury from a golf ball, property damage and may not include a membership or right to use or access any part of the golf course. Buyer is also aware that the golf courses use and maintenance may impact the subject Property's noise and disturbance levels. Broker recommends buyer investigate the impact on the use of the Property, with regard to being adjacent or on a golf course, and how it may affect their enjoyment and use of such Property. Broker also recommends Buyer talk to the appropriate parties to find out what additional fees may be involved to use golf courses as additional fees may be required.

**13. Swimming Pools and Spas**

Many homes in the Greater Palm Springs area and Coachella Valley have pools and spas, with related pumps, heaters and equipment. Some pools are many years old and may be in need of re-plastering, repair or replacement of equipment. Some pool equipment may be leased or there may be a special encumbrance. Some pools have been painted which may result in a milky discoloration of the water and may require constant maintenance or re-plastering. Not all pools will have heaters; heating a pool



can be very costly. Broker recommends Buyer obtain the services of a professional pool service company to inspect all aspects and conditions of a pool and or spa, if one is located on the Property, to determine the condition of the pool and spa, and how such condition may impact the buyer's use and enjoyment of the Property, and what the cost estimate would be to maintain and/or repair the pool and spa. Additionally, Buyer is aware that pools often are considered a "dangerous or attractive nuisance" and Buyer needs to consider the use of the pool by minors and the safety of minors and non-swimmers.

**14. Mold Disclosures**

Buyer is aware that Broker and Agents are not qualified to inspect for mold or to make any recommendations or determinations regarding treatment or costs of repair concerning possible existence, exposure, or health and safety issues relating to mold. Broker recommends that sellers and buyer conduct their own due diligence regarding this matter and to use the appropriate qualified experts to investigate the Property to determine the potential existence of mold. Buyer should check with their insurance carrier, review any past insurance claims and consider the specific health concerns of prospective occupants or guests. By signing this disclosure and Agreement, you agree that Broker shall have no further responsibility for protecting you against the possibility of mold contamination of the property or any resulting injury or damage to property.

**15. Interior Condition**

Buyer is aware that when furnishings are removed from a property, there may be marks and or indentations in tile, carpeting and other flooring. When wall décor is removed from a home, there may also be discoloration of paint, or wallpaper and/or marks and holes on the walls. Buyer is aware agents, while conducting inspections, will not move furniture, furnishings and/or wall coverings. Broker advises Buyers to perform a final walk-thru of the property per the terms of the contract. Although it is encouraged, not all sellers have the Property professionally cleaned prior to the transfer of ownership.

**16. Roofs**

Buyer is aware Broker and Agents, make no warranty nor guarantee about the reliability or condition of roofs. Buyer shall have the sole duty to determine the condition, the remaining expected useful life, and the cost to replace or repair the roof of the Property, based on their own independent inspection of the roof or by the inspection of a qualified roof inspector of Buyer's own choosing. Buyer is aware that agents will not climb onto the roof or a ladder when inspecting the property.

**17. Asbestos**

Buyer is advised that if the subject Property was constructed prior to 1978, it is likely that there may be asbestos present in or around the Property. Asbestos can create a serious health hazard, particularly when it is removed, crushed or disturbed. Broker and Agents are not qualified to inspect for asbestos or make any recommendations or determinations concerning the possible exposure or potential health and safety issues. Buyer is also advised and may, at Buyer's option and expense, conduct an inspection by a qualified professional of their choice, and/or conduct a test or evaluation of materials on or about the Property, to determine if there are hazardous conditions present. The inspection and/or testing shall be completed within the time frames specified in the Purchase Agreement, during the Buyer's inspection period, and should be completed and reviewed by Buyer prior to removing contingencies. Should it be determined that there are hazardous conditions present, a written recommendation that the hazardous materials be removed by the Seller should be made. It shall then be the Buyer's and Seller's mutual decision as to how to comply with the recommendations, in whole or in part, or cancel



this transaction and return Buyers' deposit less any expenses incurred, upon written mutual cancellation instructions.

**18. Equestrian Property**

There are several equestrian and horse stable operation in Greater Palm Springs area and Coachella Valley with resulting animal odors. Buyer should investigate the proximity of Property to any equestrian properties/facilities. Additionally, if Buyer is intending to utilize Property for stabling or housing animals, Buyer should make a thorough independent examination of zoning requirements, CC&Rs other HOA governing documents and local ordinances access issues.

**19. Walls and Boundaries**

Some of the homes and estates in Greater Palm Springs area and Coachella Valley, particularly older homes were constructed without the benefit of surveys and the careful attention to actual boundary lines. A wall or fence may not actually be on the property line, sometimes by several feet or more. Buyer should pay careful attention to existing walls or boundaries and determine exact locations, encroachments or "prescriptive uses." If there is any concern, a professional survey should be requested, the cost of which is negotiable between Buyer and Seller. Some properties in the Palm Springs or Coachella Valley areas may be architecturally or historically significant and may be subject to government or other rules, limit modifications or improvements to the property, particularly the exterior of a property.

**20. Disclaimer**

This Local Area Disclosure form contains information abridged from various sources. The Association, Buyer(s), Broker(s), and Agent(s) do not guarantee such information to be complete or up-to-date. Any information contained in this document should not be construed to be legal advice, which is the application of law to an individual's specific circumstances, or expert recommendations. Although reasonable effort is made to ensure the information is accurate and useful, it is recommended that all parties consult with a lawyer or applicable expert to obtain professional assurances that the information provided, and your interpretation of it, is appropriate for a particular situation. All parties hereto acknowledge that the Palm Springs Regional Association of REALTORS® has furnished this Local Area Disclosure form to its members as a service and that it makes no representation or warranty as to the enforceability or applicability of this Local Area Disclosure form to a particular transaction or circumstance.

Buyer _____	Date _____
Buyer _____	Date _____
Seller _____	Date _____
Seller _____	Date _____

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