



FIRE HARDENING AND DEFENSIBLE SPACE
DISCLOSURE AND ADDENDUM
(C.A.R. Form FHDS, Revised 6/22)

Sotheby's
INTERNATIONAL REALTY

This is a disclosure and addendum to the Purchase Agreement, OR [ ] Other [ ] ("Agreement"),
dated [ ], on property known as [ ] ("Property"),
in which [ ] is referred to as Buyer,
and [ ] is referred to as Seller.

1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs.

- A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B.
B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED.
C. Fire Hazard Severity Zone Status: 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. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on CalFire's website at https://www.fire.ca.gov/dspace/.

2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A 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".
B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers...
(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 [ ] Yes [ ] No
(2) Roof coverings made of untreated wood shingles or shakes. [ ] Yes [ ] No
(3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. [ ] Yes [ ] No
(4) Single pane or non-tempered glass windows. [ ] Yes [ ] No
(5) Loose or missing bird stopping or roof flashing. [ ] Yes [ ] No
(6) Rain gutters without metal or noncombustible gutter covers. [ ] Yes [ ] No

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

- A. LOCAL COMPLIANCE REQUIREMENTS: The Property [ ] IS, [ ] IS NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)
B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:
(1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.
OR (2) [ ] Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or [ ]) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below.
OR (3) [ ] Property IS NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or [ ]) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last.
C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:
(1) BUYER RESPONSIBILITY - NO LOCAL ORDINANCE. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.\*



- OR (2)  **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
  - OR (3)  **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,\* or if applicable comply with the local requirement after Close Of Escrow.
  - OR (4)  **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer's final verification of condition.
  - OR (5)  **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
  - OR (6)  **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is \_\_\_\_\_, which may be contacted at \_\_\_\_\_.

\* The requirement to provide documentation of compliance with State defensible space requirements 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 Defensible Space Inspector").

4.  **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or  Seller does not have a copy of the report and buyer may obtain a copy at \_\_\_\_\_.

**Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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**The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.**

**Paragraph 3 of the FHDS is only required if:** (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a **high** or **very high** fire hazard severity zone. **IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.**

**If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.**

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	<ul style="list-style-type: none"> <li>• <input type="checkbox"/> If Yes, check the "IS" box in 3A and then go to step 2.</li> <li>• <input type="checkbox"/> If No, check the "is NOT" box in 3A and then go to step 4.</li> <li>• If seller does not know, see the next column and find out.</li> </ul>	<p><b>How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure.</b></p> <ul style="list-style-type: none"> <li>• Contact your local fire marshal;</li> <li>• Contact CalFire @ <a href="https://www.fire.ca.gov/dspace/">https://www.fire.ca.gov/dspace/</a></li> <li>• Contact your Natural Hazard Disclosure Company rep;</li> </ul>
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	<ul style="list-style-type: none"> <li>• <input type="checkbox"/> If Yes, <b>and</b> the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>• <input type="checkbox"/> If Yes, <b>and</b> the report documents the property is <b>NOT</b> in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3.</li> <li>• <input type="checkbox"/> If No, paragraph 3B(1) applies and go to step 3.</li> </ul>	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	<ul style="list-style-type: none"> <li>• <input type="checkbox"/> If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>• <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, <b>THEN SIGN FORM</b></li> <li>• <input type="checkbox"/> If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>• <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, <b>THEN SIGN FORM.</b></li> <li>• If Yes, go to step 3.1.</li> </ul>	<p>If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>



	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property)  Does the law require seller to obtain documentation of compliance?	<ul style="list-style-type: none"> <li><input type="checkbox"/> If Yes, check <b>3B(3)</b> and <b>3C(4)</b>, and complete <b>3D</b> and <b>4</b>, if applicable, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If No, and seller will not bring property into compliance before close of escrow, check <b>3B(3)</b> and <b>3C(2)</b>, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> </ul>	<p>If <b>3C(4)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(2)</b> is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>
Step 4	(No local law applies)  Does seller have a report prepared by a Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	<ul style="list-style-type: none"> <li><input type="checkbox"/> If No, and seller will not pay to bring the property into compliance with the State law, <b>3B(1)</b> and <b>3C(1)</b> apply, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If No, and seller will agree to bring the property into compliance with the State law, <b>3B(1)</b> applies and check <b>3C(6)</b>, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If Yes, and the report documents the property is in compliance with the State law, check paragraphs <b>3B(2)</b> and <b>3C(5)</b>, complete <b>3D</b>, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance with the State law, check <b>paragraph 3B(3)</b> and go to step <b>4.1.</b></li> </ul>	<p>If <b>3C(6)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(1)</b> applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements)  Will seller pay to bring the property into compliance?	<ul style="list-style-type: none"> <li><input type="checkbox"/> If No, <b>3C(1)</b> applies, and, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> <li><input type="checkbox"/> If Yes, check <b>3C(6)</b>, if applicable, complete <b>4</b>, <b>THEN SIGN FORM.</b></li> </ul>	<p>If <b>3C(1)</b> applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p> <p>If <b>3C(6)</b> is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. <b>[See notes below the chart to find out how.]</b></p>

#### How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

#### How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)

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