



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 6/24)

This inspection disclosure concerns the residential property situated in the City of Oakland,
County of Alameda, State of California, described as 304 Fairmount Avenue #3
(Property).

[X] This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or [X] only
unit(s) Apt 3).

Inspection Performed By (Real Estate Broker Firm Name) Fiduciary Real Estate Services, Inc.

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "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 stand-alone 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 chimneys 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 hillside, 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.



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # Apt 3.

**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): \_\_\_\_\_

\_\_\_\_\_

**Living Room:** *Smoke detectors not present.*

\_\_\_\_\_

**Dining Room:** \_\_\_\_\_

\_\_\_\_\_

**Kitchen:** *Cabinets do not close properly.*

\_\_\_\_\_

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

\_\_\_\_\_

**Hall/Stairs (excluding common areas):** *No items to note.*

\_\_\_\_\_

**Bedroom # 1:** *No items to note.*

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**Bath # 1:** *In use. Unable to access.*

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



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Other: General condition: Wear and tear noted on walls and floors, including scuffs, nail holes, and cracks.

Other: Back Porch: Floors cracked.

Other: Common area entry: Leaves and other debris present, wires from camera dangling, evidence of moisture intrusion at ceiling.

See Addendum for additional rooms/structures: See overflow paragraph 1

Garage/Parking (excluding common areas): Not all garages were available to view. Evidence of moisture intrusion and roof leaks. Electrical wires dangling. Mortar crumbling at some bricks. Stains and cracks on floors.

Exterior Building and Yard - Front/Sides/Back: Excessive vegetation overgrowth. Yard has not been kept up. Tree and fall hazards present. Wood members suffer from dry, peeling, cracked, faded paint. Evidence of deferred maintenance. Cracked glazing at windows, wires dangling from exterior walls, driveway cracked throughout. Unregistered cars parked in driveway.

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_

**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 (Name of Firm that performed the inspection): Fiduciary Real Estate Services, Inc.

Inspection Performed By (Name of individual agent or broker): Ruben Martinez

Inspection Date/Time: 2026-05-26 11:00:02AM Weather conditions: Sunny, Temp: 72 F

Other persons present: Arno Holschuh, Bay Area Receivership Group

By Ruben Martinez Ruben Martinez Date 6/2/2026

823873FF49E57809

(Signature of Associate Licensee or Broker who performed the inspection)

**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.

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

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

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller GFKPP

Real Estate Broker (that did NOT fill out this AVID) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

(Associate Licensee or Broker Signature)

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TEXT OVERFLOW ADDENDUM No. 1  
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 304 Fairmount Avenue #3, Oakland, CA 94611

\_\_\_\_\_ (“Property”),  
in which \_\_\_\_\_ is referred to as (“Buyer”)  
and Gerard F. Keena II, Partition Referee is referred to as (“Seller”).

**[AVID] Agent Visual Inspection Disclosure – 1**

**1) AVID, Additional Rooms / Structures:**

**Common area basement: Significant different maintenance observed on all systems. Debris throughout basement area made it difficult to observe all areas. Wires dangling throughout. Uneven walkway surfaces, trip and fall hazards, exposed wiring, evidence of water leaks, some wall plaster missing, holes in ceilings, transite observed at ducting. Wall heater does not appear to be properly strapped. Penetrations at wall and ceiling surfaces should be reviewed by a professional to determine risk of rapid fire spread to other parts of the building. Some equipment may no longer be functional. Cracks at floor. Light fixtures missing proper lens coverings.**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

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

Buyer \_\_\_\_\_ Signed by: \_\_\_\_\_ Date \_\_\_\_\_

Seller Gerard F. Keena II, Partition Referee Gerard F. Keena II, Partition Referee Date 6/15/2026

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

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