

How is AB388 Affecting Real Estate Sales in Nevada County?

The REALTOR® Perspective
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Legislative Chair @ NCAR

Per AB38: On and after July 1, 2021, when you sell property that is located in a high or very high fire hazard severity zone, you'll need documentation of a compliant Defensible Space Inspection.

The law allows, that if documentation demonstrating compliance cannot be obtained by the close of escrow, the seller and buyer can enter into a written agreement showing that the buyer agrees to obtain documentation of compliance within one year of the close of escrow.

However, the following also applies:

The jurisdictional enforcement authority of AB 38 is through the state (aka CAL FIRE).

Nevada County has its own local hazardous vegetation ordinance that it enforces and completes inspections on daily, however, that ordinance is not tied to home sales as it is currently adopted.

Frequently asked question: Does this law (AB 38) create a requirement that the seller obtain a defensible space inspection report or a certification of compliance prior to closing?

Answer: No, with the very rare exception of a local point of sale ordinance re: defensible space already being in effect. Otherwise, this law allows a buyer and seller to agree that the buyer may assume the responsibility for compliance.

*** Eastern Nevada County (Truckee) does have a point of sale mandate, but Western Nevada County does not.**

- In order to address concerns regarding AB38, The California Association of REALTORS® developed a new disclosure for homeowners to provide to buyers:

- When must the FHDS form ("Fire Hardening and Defensible Space Advisory, Disclosure, and Addendum") be provided?

- The FHDS form must be provided if:

- • The property is located in a high or very high fire hazard severity zone, and

- • The property has one to four residential units; a common interest development unit such as a condominium; or a manufactured home, and

- • A Transfer Disclosure Statement is also required in the transaction.

- *All of the standard exemptions under the TDS law apply. The most common include sales involving probate, REOs, foreclosures, bankruptcies and some types of trusts

Natural Hazard Disclosure by a 3rd Party



ADDRESS: _____
REPORT TYPE: STANDARD RESIDENTIAL REPORT AREA _____
REPORT DATE: 07/28/22 REPORT # 144691-99816

NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:

_____ GRASS VALLEY, CA 95945 _____

The seller and the seller's agent(s) or a third-party consultant disclose 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 property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.

Yes: _____ No: Do not know and information not available from local jurisdiction: _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to section 8589.5 of the Government Code.

Yes: _____ No: Do not know and information not available from local jurisdiction: _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of section 51182 of the Government Code.

Yes: _____ No:

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to section 4142 of the Public Resources Code.

Yes: No: _____

AN EARTHQUAKE FAULT ZONE pursuant to section 2622 of the Public Resources Code.

Yes: _____ No:

A SEISMIC HAZARD ZONE pursuant to section 2696 of the Public Resources Code.

Yes (Landslide Zone): _____ No: _____ Map not yet released by the state:

Yes (Liquefaction Zone): _____ No: _____ Map not yet released by the state:

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.

THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s): _____ Date: _____

Signature of Seller(s): _____ Date: _____

Seller's Agent(s): _____ Date: _____

Seller's Agent(s): _____ Date: _____

Check only one of the following:

Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the seller(s) and agent(s).

Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

This statement was prepared by the following third-party disclosure provider: SNAPNHD, LLC on 07/28/22

Buyer represents that Buyer has read and understands this document. Pursuant to Section 1103.8 of the Civil Code, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

By signing below, Buyer(s) also acknowledge(s) they have received, read, and understand the additional disclosures, materials and legal information provided in this Report, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, and Lead-Based Paint and Mold.

Government Booklets are available at: www.snapnhd.com/resources.

Signature of Buyer(s): _____ Date: _____

Signature of Buyer(s): _____ Date: _____



FHDS NOTICE

This property **IS** located in a State
HIGH OR VERY HIGH FIRE HAZARD ZONE



Please consult the AB38 Fire Hardening and Defensible Space disclosure located in the report. This property may have additional disclosure requirements pursuant to AB38 and may require the buyer and seller to come to an agreement regarding a defensible space inspection.

REQUEST A DEFENSIBLE SPACE INSPECTION FROM CAL FIRE:

<https://survey123.arcgis.com/share/e659f03a6e8447af8663e42cf48f60fd>

LEARN MORE ABOUT DEFENSIBLE SPACE:

<https://www.fire.ca.gov/dspace>

SNAPNHD.COM · (844) 762.7643

CAR FHDS Disclosure



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

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.

- 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.
 - 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.
 - 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.
 - 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/>.

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

- 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):**
 - 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.)
 - 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.
 - Seller is UNWARE 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.
 - 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.
 - 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.
 - BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:**
 - BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*

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FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY, DISCLOSURE, AND ADDENDUM (FHDS PAGE 1 OF 2)

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- 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.
 - 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.
 - 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.
 - 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;
 - 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").

- 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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FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)

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FHDS Tree



DEFENSIBLE SPACE DECISION TREE (C.A.R. Form DSDT, 6/22)

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"> <input type="checkbox"/> If Yes, check the "IS" box in 3A and then go to step 2. <input type="checkbox"/> If No, check the "is NOT" box in 3A and then go to step 4. If seller does not know, see the next column and find out. 	<p>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.</p> <ul style="list-style-type: none"> Contact your local fire marshal; Contact CalFire @ https://www.fire.ca.gov/dspace/ Contact your Natural Hazard Disclosure Company rep;
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"> <input type="checkbox"/> If Yes, and 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, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is NOT 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. <input type="checkbox"/> If No, paragraph 3B(1) applies and go to step 3. 	
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"> <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, THEN SIGN FORM. <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, THEN SIGN FORM. <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, THEN SIGN FORM. <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(3) and, if applicable, complete 4, THEN SIGN FORM. If Yes, go to step 3.1. 	<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. [See notes below the chart to find out how.]</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. [See notes below the chart to find out how.]</p>

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DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 1 OF 2)

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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"> <input type="checkbox"/> If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM. <input type="checkbox"/> If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM. 	<p>If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(2) 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. [See notes below the chart to find out how.]</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"> <input type="checkbox"/> If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1. 	<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. [See notes below the chart to find out how.]</p> <p>If 3C(1) 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. [See notes below the chart to find out how.]</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"> <input type="checkbox"/> If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM. <input type="checkbox"/> If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM. 	<p>If 3C(1) 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. [See notes below the chart to find out how.]</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. [See notes below the chart to find out how.]</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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DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 2 OF 2)

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- **How does one comply with this law?**

- **A There are four ways to comply with this law. But note that whether the property falls within category A or category B, the parties may agree, with one narrow exception, that the buyer will be responsible for defensible space compliance to be performed after closing.**

- **A. For areas without a local ordinance requiring an owner to obtain documentation of compliance with the defensible space or vegetation management laws:**

- **i. Either the buyer must agree to obtain documentation of compliance within one year after closing escrow, OR**

- **ii. If the seller has obtained documentation of compliance within 6 months prior to entering into the purchase contract with the buyer, the seller must provide that documentation to the buyer and provide information on the local agency from which a copy of that documentation may be obtained.**

• B. For areas that have enacted a local ordinance requiring an owner to obtain documentation that the property is in compliance with defensible space or vegetation management laws:

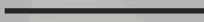
• i. If the local law requires compliance before close of escrow the seller shall provide the buyer with a copy of the documentation that complies with the requirements of that local ordinance and information on the local agency from which a copy of that documentation may be obtained. (However, a true point-of-sale ordinance such as this which mandates the seller's compliance before closing is quite rare. It is much more likely that a local ordinance does not pertain to the transfer of title at all). OR

• ii. Assuming the ordinance does not create an actual point of sale requirement, if the local law permits compliance after close, the buyer and seller may agree that the buyer will comply with the requirements of the local ordinance.

- **FAQ:** A spokesperson from a local fire agency spoke at a REALTOR event recently and told attendees that the law requires the seller to obtain an inspection from an authorized state or local inspector prior to sale. Why are C.A.R. and a local fire agency offering two different interpretations of this law?
- **Answer:** For better or worse, some local fire agencies read this law as requiring the seller in the first instance to make an effort to obtain such an inspection and comply with state or local defensible space rules, and only if unable to do so would a buyer and seller be permitted to agree that the buyer will take on this responsibility.
- However, in CAR's opinion, the law allows four different options depending on various factors. In most circumstances, the law gives the buyer and seller the option of shifting the obligation to comply to the buyer after closing, (assuming the seller hasn't already obtained an inspection report within the six months prior to entering into contract). The only circumstance where the possibility of shifting responsibility to the buyer is foreclosed is where there already exists a local point of sale ordinance that requires a seller to comply prior to close.



Questions?



Thank you for the
Opportunity to present
the REALTOR Perspective
on AB38