

Senate Bill No. 183

Passed the Senate April 26, 2010

Secretary of the Senate

Passed the Assembly April 12, 2010

Chief Clerk of the Assembly

This bill was received by the Governor this _____ day
of _____, 2010, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to amend Sections 1102.6 and 1102.6d of the Civil Code, and to add Sections 17926, 17926.1, and 17926.2 to, and to add Chapter 8 (commencing with Section 13260) to Part 2 of Division 12 of, the Health and Safety Code, relating to residential building safety.

LEGISLATIVE COUNSEL'S DIGEST

SB 183, Lowenthal. Residential building safety.

(1) Existing law requires certain transferors of real property improved with 1 to 4 dwelling units, as well as transferors of mobilehomes and manufactured homes, to make specified disclosures to prospective transferees regarding the characteristics of the property and prescribes forms for the purpose of making these disclosures. Existing law requires the transferor of real property containing a single-family dwelling to provide transferees written notice of compliance with specified requirements for the installation of smoke detectors. Existing law requires the seller of any real property containing a water heater to certify in writing to a prospective purchaser compliance with specified safety requirements related to those water heaters.

This bill would revise the disclosure forms, described above, to provide a seller certification that the property, at the close of escrow, will be in compliance with the requirements for smoke detectors and water heaters, described above, and to remove these provisions from elsewhere in the forms. The bill would also revise the disclosure forms to add a disclosure regarding carbon monoxide devices and a statement specifying that installation of a listed appliance, device, or amenity is not a precondition to sale or transfer.

Existing law requires the State Fire Marshal to adopt regulations and standards regarding the quality and installation of burglar bars and safety release mechanisms for emergency escape and rescue windows, the approval and installation of smoke detectors, and the approval of portable fire extinguishers for marketing, distribution, and sale in this state. Existing law requires a smoke detector approved and listed by the State Fire Marshal to be

installed in a dwelling unit intended for human occupancy. The State Housing Law creates standards for buildings used for human habitation. A violation of that law is a misdemeanor.

This bill would enact the Carbon Monoxide Poisoning Prevention Act of 2010. This bill would require the State Fire Marshal to certify and approve carbon monoxide devices and their instructions, as specified, for the use in dwelling units intended for human occupancy, as defined. The bill would require the State Fire Marshal to charge an appropriate fee to the manufacturer of a carbon monoxide device to cover the costs associated with the approval and listing of carbon monoxide devices. The bill would prohibit the marketing, distribution, or sale of devices unless they and their instructions have been approved and listed by the State Fire Marshal. The bill would require a carbon monoxide device to be installed in a dwelling unit intended for human occupancy, as specified, and would generally provide that a violation of these provisions is an infraction punishable by a maximum fine of \$200 for each offense, but the bill would require that a property owner receive a 30-day notice to correct prior to the imposition of the fine. By creating a new crime, this bill would create a state-mandated local program. The bill would provide that a transfer of title is not invalidated on the basis of a failure to comply with these requirements, and that the exclusive remedy for the failure to comply is an award of actual damages not to exceed \$100, exclusive of any court costs and attorney's fees.

This bill would require an owner or the owner's agent of a dwelling unit intended for human occupancy who rents or leases the dwelling unit to a tenant to maintain carbon monoxide devices in that dwelling unit. The bill would permit the owner or the owner's agent to enter that dwelling unit to install, repair, test, and maintain carbon monoxide devices, as specified. The bill would permit the Department of Housing and Community Development to suspend enforcement of certain requirements on property owners if the department, in consultation with the State Fire Marshal, determines that a sufficient amount of tested and approved carbon monoxide devices are not available, and would require the department to publicize this decision, as specified. The bill would also make a statement of legislative findings.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by

the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 1102.6 of the Civil Code is amended to read:

1102.6. The disclosures required by this article pertaining to the property proposed to be transferred are set forth in, and shall be made on a copy of, the following disclosure form:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF _____, 20____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I

COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures:

II

SELLER'S INFORMATION

The Seller discloses 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 transaction 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(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER:

Seller ___ is ___ is not occupying the property.

A. The subject property has the items checked below (read across):*

- Range
- Dishwasher
- Washer/Dryer Hookups
- Burglar Alarms
- TV Antenna
- Central Heating
- Wall/Window Air Cndtng.
- Septic Tank
- Patio/Decking
- Sauna
- Hot Tub
- Locking Safety Cover
- Security Gate(s)
- Garage: Attached
- Pool/Spa Heater: Gas
- Water Heater: Gas
- Water Supply: City
- Gas Supply: Utility
- Window Screens
- Oven
- Trash Compactor
- Carbon Monoxide Device(s)
- Satellite Dish
- Central Air Cndtng.
- Sprinklers
- Sump Pump
- Built-in Barbecue
- Pool Child Resistant Barrier
- Automatic Garage Door Opener(s)
- Not Attached
- Solar
- Well
- Bottled
- Window Security Bars
- Quick-Release Mechanism on Bedroom Windows
- Microwave
- Garbage Disposal
- Rain Gutters
- Fire Alarm
- Intercom
- Evaporator Cooler(s)
- Public Sewer System
- Water Softener
- Gazebo
- Spa Locking Safety Cover
- Number Remote Controls
- Carport
- Electric
- Private Utility or Other _____

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
 Gas Starter _____ Roof(s): Type: _____ Age: _____ (approx.)
 Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe.
 (Attach additional sheets if necessary): _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?
 Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s)
- Windows Doors Foundation Slab(s) Driveways Sidewalks
- Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other

Structural Components (Describe: _____)
 If any of the above is checked, explain. (Attach additional sheets if necessary): _____

* Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and drive-ways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits Yes No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes Yes No
 6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
 7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
 8. Flooding, drainage or grading problems Yes No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
 11. Neighborhood noise problems or other nuisances Yes No
 12. CC&Rs or other deed restrictions or obligations Yes No
 13. Homeowners' Association which has any authority over the subject property Yes No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
 15. Any notices of abatement or citations against the property Yes No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

D.1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detectors(s) which are approved, listed, and installed in

accordance with the State Fire Marshal’s regulations and applicable local standards.

- 2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller’s knowledge as of the date signed by the Seller.

Seller _____ Date _____
 Seller _____ Date _____

III

AGENT’S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent (Broker
 Representing Seller) _____ (Please Print) By _____ (Associate Licensee
 or Broker Signature) Date _____

IV

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Agent notes no items for disclosure.

Agent notes the following items:

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

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

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

SEC. 2. Section 1102.6d of the Civil Code is amended to read:

1102.6d. Except for manufactured homes and mobilehomes located in a common interest development governed by Title 6 (commencing with Section 1351), the disclosures applicable to the resale of a manufactured home or mobilehome pursuant to subdivision (b) of Section 1102 are set forth in, and shall be made on a copy of, the following disclosure form:

MANUFACTURED HOME AND MOBILEHOME:
TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT _____ IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS

YEAR MAKE SERIAL #(s) HCD DECAL # or Equivalent

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF _____

DATE

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER THE SELLER), OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

I

COORDINATION WITH OTHER DISCLOSURE & INFORMATION

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency). Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

- Home inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: _____

II

SELLER'S INFORMATION

The Seller discloses 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 Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health and Safety Code, representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller ___ is ___ is not occupying the Home.

A. The subject Home includes the items checked below which are being sold with the Home (read across):*

- | | | |
|--|---|--|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Burglar Alarm | | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | | <input type="checkbox"/> Wall/Window Air Cndtng. |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Porch Decking | <input type="checkbox"/> Central Air Cndtng. | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Spa Locking Safety Cvr |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Porch Awning | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Solar/Spa Heater | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Electric Water Heater | <input type="checkbox"/> Hot Tub Locking Cvr | <input type="checkbox"/> Bottled Propane |
| | <input type="checkbox"/> Gas Water Heater | |
| <input type="checkbox"/> Carport Awning | | |
| <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Attached Garage | <input type="checkbox"/> Detached Garage |
| <input type="checkbox"/> Window Secure Bars | <input type="checkbox"/> # Remote Controls | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Earthquake Resistant Bracing System | <input type="checkbox"/> Bedroom Window Quick Release Mechanism | |
| | <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Rain Gutters |

Exhaust Fan(s) in _____ 220 Volt Wiring in _____
 Fireplace(s) in _____ Gas Starter(s) _____
 Roof(s) and type(s) _____ Roof age (Approximate) _____
 Other _____

* Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the home. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

Are there, to the best of your (Seller’s) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary): _____

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?

Yes No If yes, check appropriate space(s) below:

- Interior Walls, Ceilings, Floors, Exterior Walls, Insulation,
- Roof(s), Windows, Doors, Home Electrical Systems, Plumbing,
- Porch or Deck, Porch Steps & Railings, Other Steps & Railings,
- Porch Awning, Carport Awning, Other Awnings, Skirting,
- Home Foundation or Support System,
- Other Structural Components (Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary): _____

C. Are you (the Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, or chemical storage tanks on the subject home interior or exterior Yes No
2. Room additions, structural modifications, or other alterations or repairs made without necessary permits Yes No
3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes Yes No
4. Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system Yes No
5. Drainage or grading problems with the home, space or lot Yes No
6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides Yes No
7. Any notices of abatement or citations against the home or accessory structures being sold with the home Yes No
8. Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home Yes No
9. Neighborhood noise problems or other nuisances Yes No
10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

- D. 1. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detectors(s) which are approved, listed, and installed in accordance with the State Fire Marshal’s regulations and applicable local standards.
2. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____
Seller _____ Date _____

III

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an Agent in this transaction)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent
Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

IV

AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Agent who has obtained the offer is other than the Agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

V

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE HOME AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THE BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent
Representing Seller _____ By _____ Date _____
(Please Print) (Signature)

Agent
Representing Buyer _____ By _____ Date _____
(Please Print) (Signature)

VI

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER DELIVERY OF THIS DISCLOSURE, IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

SEC. 3. Chapter 8 (commencing with Section 13260) is added to Part 2 of Division 12 of the Health and Safety Code, to read:

CHAPTER 8. CARBON MONOXIDE POISONING PREVENTION ACT
OF 2010

13260. This chapter shall be known and may be cited as the Carbon Monoxide Poisoning Prevention Act of 2010.

13261. The Legislature finds and declares all of the following:

(a) According to the American Medical Association, carbon monoxide is the leading cause of accidental poisoning deaths in the United States. The federal Centers for Disease Control and Prevention estimate that carbon monoxide kills approximately 500 people each year and injures another 20,000 people nationwide.

(b) According to the United States Environmental Protection Agency, a person cannot see or smell carbon monoxide. At high levels carbon monoxide can kill a person in minutes. Carbon monoxide is produced whenever any fuel, such as gas, oil, kerosene, wood, or charcoal, is burned.

(c) The State Air Resources Board estimates that every year carbon monoxide accounts for between 30 and 40 avoidable deaths, possibly thousands of avoidable illnesses, and between 175 and 700 avoidable emergency room and hospital visits.

(d) There are well-documented chronic health effects of acute carbon monoxide poisoning or prolonged exposure to carbon monoxide, including, but not limited to, lethargy, headaches, concentration problems, amnesia, psychosis, Parkinson's disease, memory impairment, and personality alterations.

(e) Experts estimate that equipping every home with a carbon monoxide device would cut accident-related costs by 93 percent. Eighteen states and a number of large cities have laws mandating the use of carbon monoxide devices.

(f) Carbon monoxide devices provide a vital, highly effective, and low-cost protection against carbon monoxide poisoning and these devices should be made available to every home in California.

(g) The Homeowners' Guide to Environmental Hazards prepared pursuant to Section 10084 of the Business and Professions Code is an important educational tool and should include information regarding carbon monoxide. It is the intent of the Legislature that when the booklet is next updated as existing resources permit, or

as private resources are made available, it be updated to include a section on carbon monoxide.

13262. For purposes of this chapter, the following definitions shall apply:

(a) “Carbon monoxide device” means a device that meets all of the following requirements:

(1) A device designed to detect carbon monoxide and produce a distinct, audible alarm.

(2) A device that is battery powered, a plug-in device with battery backup, or a device installed as recommended by Standard 720 of the National Fire Protection Association that is either wired into the alternating current power line of the dwelling unit with a secondary battery backup or connected to a system via a panel.

(3) If the device is combined with a smoke detector, the combined device shall comply with all of the following:

(A) The standards that apply to carbon monoxide alarms as described in this chapter.

(B) The standards that apply to smoke detectors, as described in Section 13113.7.

(C) The combined device emits an alarm or voice warning in a manner that clearly differentiates between a carbon monoxide alarm warning and a smoke detector warning.

(4) The device has been tested and certified, pursuant to the requirements of the American National Standards Institute (ANSI) and Underwriters Laboratories Inc. (UL) as set forth in either ANSI/UL 2034 or ANSI/UL 2075, or successor standards, by a nationally recognized testing laboratory listed in the directory of approved testing laboratories established by the Building Materials Listing Program of the Fire Engineering Division of the Office of the State Fire Marshal of the Department of Forestry and Fire Protection.

(b) “Dwelling unit intended for human occupancy” means a single-family dwelling, factory-built home as defined in Section 19971, duplex, lodging house, dormitory, hotel, motel, condominium, stock cooperative, time-share project, or dwelling unit in a multiple-unit dwelling unit building or buildings. “Dwelling unit intended for human occupancy” does not mean a property owned or leased by the state, the Regents of the University of California, or a local governmental agency.

(c) “Fossil fuel” means coal, kerosene, oil, wood, fuel gases, and other petroleum or hydrocarbon products, which emit carbon monoxide as a byproduct of combustion.

13263. (a) (1) The State Fire Marshal shall develop a certification and decertification process to approve and list carbon monoxide devices and to disapprove and delist previously approved devices, if necessary. The certification and decertification process shall include consideration of effectiveness and reliability of the devices, including, but not limited to, their propensity to record false alarms. The certification and decertification process shall include a review of the manufacturer’s instructions and shall ensure their consistency with building standards applicable to new construction for the relevant type of occupancy with respect to number and placement.

(2) The State Fire Marshal shall charge an appropriate fee to the manufacturer of a carbon monoxide device to cover his or her costs associated with the approval and listing of carbon monoxide devices.

(b) A person shall not market, distribute, offer for sale, or sell any carbon monoxide device in this state unless the device and the instructions have been approved and listed by the State Fire Marshal.

SEC. 4. Section 17926 is added to the Health and Safety Code, to read:

17926. (a) An owner of a dwelling unit intended for human occupancy shall install a carbon monoxide device, approved and listed by the State Fire Marshal pursuant to Section 13263, in each existing dwelling unit having a fossil fuel burning heater or appliance, fireplace, or an attached garage, within the earliest applicable time period as follows:

(1) For all existing single-family dwelling units intended for human occupancy on or before July 1, 2011.

(2) For all other existing dwelling units intended for human occupancy on or before January 1, 2013.

(b) With respect to the number and placement of carbon monoxide devices, an owner shall install the devices in a manner consistent with building standards applicable to new construction for the relevant type of occupancy or with the manufacturer’s instructions, if it is technically feasible to do so.

(c) (1) Notwithstanding Section 17995, and except as provided in paragraph (2), a violation of this section is an infraction punishable by a maximum fine of two hundred dollars (\$200) for each offense.

(2) Notwithstanding paragraph (1), a property owner shall receive a 30-day notice to correct. If an owner receiving notice fails to correct within that time period, the owner may be assessed the fine pursuant to paragraph (2).

(d) No transfer of title shall be invalidated on the basis of a failure to comply with this section, and the exclusive remedy for the failure to comply with this section is an award of actual damages not to exceed one hundred dollars (\$100), exclusive of any court costs and attorney's fees. This subdivision is not intended to affect any duties, rights, or remedies otherwise available at law.

(e) A local ordinance requiring carbon monoxide devices may be enacted or amended if the ordinance is consistent with this chapter.

SEC. 5. Section 17926.1 is added to the Health and Safety Code, to read:

17926.1. (a) An owner or owner's agent of a dwelling unit intended for human occupancy who rents or leases the dwelling unit to a tenant shall maintain carbon monoxide devices in that dwelling unit consistent with this section and Section 17926.

(b) An owner or the owner's agent may enter any dwelling unit intended for human occupancy owned by the owner for the purpose of installing, repairing, testing, and maintaining carbon monoxide devices required by this section, pursuant to the authority and requirements of Section 1954 of the Civil Code.

(c) The carbon monoxide device shall be operable at the time that the tenant takes possession. A tenant shall be responsible for notifying the owner or owner's agent if the tenant becomes aware of an inoperable or deficient carbon monoxide device within his or her unit. The owner or owner's agent shall correct any reported deficiencies or inoperabilities in the carbon monoxide device and shall not be in violation of this section for a deficient or inoperable carbon monoxide device when he or she has not received notice of the deficiency or inoperability.

(d) This section shall not affect any rights which the parties may have under any other provision of law because of the presence or absence of a carbon monoxide device.

(e) For purposes of this section, with respect to a time-share project, “owner” means the homeowners’ association of the time-share project.

SEC. 6. Section 17926.2 is added to the Health and Safety Code, to read:

17926.2. (a) If the department, in consultation with the State Fire Marshal, determines that a sufficient amount of tested and approved carbon monoxide devices are not available to property owners to meet the requirements of the Carbon Monoxide Poisoning Prevention Act of 2009 and Sections 17926 and 17926.1, the department may suspend enforcement of the requirements of Sections 17926 and 17926.1 for up to six months. If the department elects to suspend enforcement of these requirements, the department shall notify the Secretary of State of its decision and shall post a public notice that describes its findings and decision on the departmental Internet Web site.

(b) If the California Building Standards Commission adopts or updates building standards relating to carbon monoxide devices, the owner or owner’s agent, who has installed a carbon monoxide device as required by Section 17926 or 17926.1, shall not be required to install a new device meeting the requirements of those building standards within an individual dwelling unit until the owner makes application for a permit for alterations, repairs, or additions to that dwelling unit, the cost of which will exceed one thousand dollars (\$1,000).

SEC. 7. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Approved _____, 2010

Governor