

## OFFER SUBMISSION CHECKLIST

*Note: To combine single PDF pages to one file you can do so for Free at [www.ilovepdf.com](http://www.ilovepdf.com)*

- \_\_\_\_\_ (1) Must use C.A.R. Residential Purchase Agreement RPA Form (REQUIRED)
- \_\_\_\_\_ (2) Buyer's most recent bank account statement showing sufficient funds to close escrow paying all cash. Statement must show the name of Buyer or an entity controlled by Buyer, and must show the statement period beginning and ending dates. Screen Shots, photos, hard money loans, or letters for lines of credit are not acceptable.
- \_\_\_\_\_ (3) Deposit of \$30,000 or more (REQUIRED).
- \_\_\_\_\_ (4) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
- \_\_\_\_\_ (5) Table "A" - Receipt For Reports No. 1 - Signed by Buyer (REQUIRED) Form is attached.
- \_\_\_\_\_ (6) "Liquidated Damages Addendum" - Signed by Buyer (REQUIRED) Form is attached.
- \_\_\_\_\_ (7) "Cash Purchase - Deed Restriction Addendum" - Signed by Buyer (REQUIRED). Form is attached.
- \_\_\_\_\_ (8) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that the signer has legal authority to sign for the entity.

Many of our clients require that their properties be listed in the MLS for 5 to 7 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the period ends. **DO NOT Plan on getting a Counter Offer.** Submit your Highest and Best offer up front.

Offers submitted without any item that is listed as "Required" above, will be presented to the Seller but will most likely be REJECTED.

TRUSTED REALTY ADVISORS (909)862-0102 \* CAL BRE No. 00820556

**Email complete offer package to: [TrustedRA@gmail.com](mailto:TrustedRA@gmail.com)**

# ADDENDUM NO. 1

**Addendum to: California Residential Purchase Agreement And Joint Escrow Instructions, Between the signers hereto, and dated on or before the date hereof**

**Property Address: 10175 Wilson Ranch Rd., Phelan, CA 92371**

**(1) In the event of a conflict between the wording of this Addendum and the Probate Purchase Agreement and Joint Escrow Instructions, this addendum shall apply. This Addendum significantly modifies the Probate Purchase Agreement, read this carefully.**

## **ANTI-ASSIGNMENT**

**(2)** Paragraph 26 of the California Residential Purchase Agreement and Joint Escrow Instructions shall be deemed to have been deleted and has no force or effect. The Buyer may not assign this Agreement or its rights or obligations hereunder without the express written consent of the Seller, which consent may be withheld, delayed or conditioned in the sole and absolute discretion of the Seller.

## **DEED RESTRICTION AT CLOSING**

**(3)** Seller shall have the right at Seller's sole discretion to instruct escrow holder to insert into the Deed transferring title of the subject property to Buyer the following Deed Restriction: "BUYER SHALL NOT TRANSFER TITLE TO THE SUBJECT PROPERTY FOR A PERIOD OF SIXTY CALENDAR DAYS AFTER THE RECORDING DATE OF THIS DEED".

## **INITIAL DEPOSIT**

**(4)** Buyers shall deposit as Buyer's initial deposit the greater of \$30,000 or the amount stated at paragraph 3A of the California Residential Purchase Agreement and Joint Escrow Instructions. Said deposit shall be by wire transfer to be received by the escrow holder no later than **2:00 PM on the next business** day after the day of acceptance. The initial deposit stated herein shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of who is holding said deposit, and regardless of whether the deposit instrument has been deposited.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

## ADDENDUM NO. 1 - continued

### SELLER CONTINGENCIES

(5) All of the Seller Contingencies stated below exist for the benefit of the Seller exclusively. Removal or release of these contingencies must be in writing and signed by only the Seller. These contingencies shall remain in effect until removed or released by the Seller. In the event that the sale is cancelled due to the exercise of a contingency by the Seller, or due to default by the Seller, Seller shall sign and deliver to escrow holder an authorization for the release of Buyer's deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer's share of any services escrow holder has performed. This shall be the sole remedy available to the Buyer.

(6) Sale is contingent upon the escrow holder receiving Buyer's initial deposit by wire transfer no later than 2:00 PM on the next business day after acceptance. This contingency exists for the benefit of the Seller exclusively.

(7) Sale is contingent upon the Seller being able to cause title insurer to insure title without showing any exceptions to coverage for any items disapproved by Buyer at paragraph 16 herein, and with title insure accepting the Seller's vesting as: Charity Boyd, as Trustee of the Charity Boyd Revocable Trust Dated September 26th, 2018.

(8) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and its attachments by the Buyer or Buyer's agent.

### BUYER CONTINGENCIES

(9) Unless stated otherwise herein, all contingencies benefitting Buyer, if any, shall end at the expiration of their respective time periods. Their release or removal **SHALL NOT** require any signature of the Buyer. If the Buyer desires to cancel based on a contingency or right of approval, Buyer shall do so by signing a Cancellation of Contract form (C.A.R. Form CC), and causing the same to be delivered to the Seller's agent prior to the expiration of the contingency time period. A cancellation by the Buyer after the expiration of the contingency time period shall be deemed a DEFAULT by the Buyer. The submission of a Request For Repairs (C.A.R. Form RR) shall not cause the contingency periods to be extended beyond the contingency time periods stated herein. No contingency shall continue beyond the initial contingency period unless Buyer and Seller have both signed an Extension of Time Addendum (C.A.R. form ETA) prior to the expiration of the contingency time period.

BUYER INITIALS \_\_\_\_\_

SELLER INITIALS \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**(10)** If the last day of a Contingency period is a Saturday, Sunday, or legal holiday, the contingency period shall end at the end of the contingency's time period and shall not extend to the next business day.

**(11)** All contingencies, benefitting Buyer, if any, shall be deemed to become active and effective **only after the buyer's** deposit has been deposited into the escrow holder's Trust Account. Contingency time periods shall begin counting the next day after Acceptance.

**(12) Buyer has no inspection or due diligence rights, periods, or contingencies after acceptance.** Sale is **not** contingent upon Buyer's approval of condition or other matters affecting property after acceptance. Any and all wording contained in the California Residential Purchase Agreement and Joint Escrow Instructions or any Addendum thereto that states or implies that Buyer has inspection or due diligence contingencies after acceptance shall be deemed to have been removed from the California Residential Purchase Agreement and Joint Escrow Instructions, and are no longer applicable. Buyer acknowledges that Buyer has had the opportunity to inspect the property, Review disclosures and perform Buyer's Investigations prior to signing this Addendum. By signing this Addendum, Buyer represents that Buyer has sufficient knowledge and funds to accept the high level of risk associated with this purchase.

**(13)** Buyer has no Loan or Appraisal contingencies. Sale is not contingent upon the Buyer selling, closing escrow, or financing any other property owned or controlled by the Buyer. By signing this addendum Buyer affirms that Buyer has sufficient funds currently available to, and controlled by Buyer, to cover the entire purchase price and Buyer's closing costs. Buyer agrees to act diligently and in good faith to keep the funds available for this purchase.

**(14)** Buyer has no contingencies for the approval of this agreement by any other individuals, entities, directors, boards, or agencies either private or public. Anyone signing this agreement on behalf of the Buyer represents that they have full authority to sign for Buyer.

**(15)** Buyer shall have 5 calendar days after receipt by Buyer to disapprove any additional items added to Preliminary Title Report that are not approved or disapproved at paragraph 16 herein.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**PRELIMINARY TITLE REPORT ITEMS APPROVED AND DISAPPROVED**

(16) Preliminary title report number 0623-6478522, prepared by First American Title Company, with an effective date of May 06, 2021 at 7:30 AM., has been made available for Buyer to review at [TrustedRA.com/Wilson](https://TrustedRA.com/Wilson). Buyer accepts and approves items shown as exceptions to coverage numbers 1, 2,3,4,5,6,10,11,and 12 as shown in said report. Buyer disapproves items shown as exceptions to coverage numbers 7, 8, 9, 13, and 14 any additional items affecting Seller or the property that may be added prior to closing and that are not disclosed to the Buyer elsewhere in this Addendum or Its attachments. Buyer agrees to extend the escrow period up to an additional 30 days beyond the original escrow closing time period, if needed by the Seller to cause the title insurer to commit to insuring title without any of the preliminary title report item(s) disapproved at paragraph 16 herein. In the event that any item disapproved remains after the 30 day escrow extension period, or sooner, if Seller gives Buyer written notice that Seller is unable or unwilling to remove the disapproved item(s), then Buyer shall have the right to cancel purchase of the property from the Seller. Seller shall cooperate in causing the release of Buyer’s deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer’s share of any services the escrow holder has performed. Cancellation and receipt of return of deposited funds as stated above shall be the sole remedy available to Buyer.

**ESCROW HOLDER**

(17) Escrow holder to be First American Title Company **Escrow No: 6478522**. Escrow officer to be determined. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller’s choice.

**ESCROW CLOSING DATE**

(18) Escrow to close on or before the 30th day after the date of acceptance.

**ESCROW ALLOCATION OF CLOSING COSTS**

**(19) Prorations - Allocated to Seller and Buyer:**

-Current year real property tax bill including all items billed on the tax bill. Seller shall be charged for the time period prior to the date of the close of escrow. Buyer shall be charged for the day of closing of escrow through the end of the billing period. If no bill is available for the current billing period, then the proration shall be based on the last available bill.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**ESCROW ALLOCATION OF CLOSING COSTS (continued)**

**(20) Charges - Allocated to Seller**

- Real Estate Broker Commissions
- One half of base escrow fee
- Title Insurance Policy (Owners Policy) - if provided by First American Title
- County Recorder Fees for recording affidavits, Court Orders, or Letters of Administration
- payoff of existing mortgages, liens, and civil judgements, if any, including any related costs
- prior year unpaid property taxes, if any.

**(21) Charges - Allocated to Buyer**

- One half of base escrow fee
- Documentary Transfer Tax
- County Recorder Fees except any allocated to Seller above
- Title Insurance Policy- if provided by company other than First American Title
- Title Insurance coverage in addition to coverage allocated to Seller
- All Other Costs To Close Escrow, If Any
- Seller's cost to install smoke and carbon monoxide detectors (per paragraph 28 herein)

**NO REPAIRS, CREDITS, INSPECTIONS, REPORTS, AND CERTIFICATIONS**

**(22)** Seller will make no repairs or give the Buyer any credits in lieu of making repairs. Seller will not pay for or provide to Buyer any reports, inspections or certifications of any kind including for surveys, Phase I or Phase II Environmental Site Assessment, wood destroying pest (termites), Septic tank, or private sewage disposal system, if any, or any other kind. Seller will not pay or provide any C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections and reports at Buyer's expense, however the sale is not contingent upon Buyer's approval of any inspections or reports obtained by Buyer after acceptance.

**BUYER DUTY TO VERIFY**

**(23)** Buyer is advised that Seller acquired title to the property by inheritance on 09/26/2018, and without the benefit of any disclosures from the deceased prior owner. Seller has not occupied the property. Seller has very limited knowledge of the property condition. Defects, malfunctions, deficiencies, and other significant conditions may exist and be unknown to the Seller and therefore not mentioned in disclosure documents completed by Seller. It is extremely important that the Buyer thoroughly investigate the property condition and not rely solely on the disclosures made by the Seller.

**BUYER INITIALS** \_\_\_\_\_ **SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**BUYER DUTY TO VERIFY**

(24) Buyer acknowledges that except for any express warranties and representations contained in this addendum, Buyer is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any agent of Seller or any real estate broker or salesperson. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Other than as specifically disclosed herein, Seller has not made, does not make, and expressly disclaims, any warranties, representations, covenants or guarantees, expressed or implied, or arising by operation of law, as to the merchantability, habitability, quantity, quality or environmental condition of the property or its suitability or fitness for any particular purpose or use. Buyer affirms that Buyer has (i) investigated and inspected the property to Buyer's satisfaction and is familiar and satisfied with the condition of the property and (ii) has made own determination as to (a) the merchantability, quantity, quality and condition of the property, including the presence of toxic or hazardous substances, materials, or wastes, or other actual and potential environmental contaminates, and (b) the property's suitability or fitness for any particular purpose or use. Buyer hereby accepts the property in its present condition on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" (including without limitation environmental) basis and acknowledges that (i) without this acceptance, this sale would not be made, (ii) that the purchase price reflects the existing condition of the property, including the presence of environmental contamination, if any, thereon, and (iii) Seller shall be under no obligation whatsoever to undertake any repair, alteration, remediation or other work of any kind with respect to any portion of the property. Except as otherwise agreed to herein, Seller is hereby released by Buyer and Buyer's successors and assigns of and from any and all responsibility, liability, obligations, and claims, known or unknown, including (1) any obligation to take the property back or reduce the price, or (2) actions for contribution or indemnity, that Buyer or Buyer's successors and assigns may have against Seller or that may arise in the future, based in whole or in part, upon the presence of toxic or hazardous substances, materials, or wastes or other actual or potential environmental contaminates on, within or under the surface of the property. Buyer further acknowledges that the provisions of this paragraph have been fully explained to Buyer and that Buyer fully understands and accepts the same.

**HIGH RISK PURCHASE**

(25) Buyer affirms that Buyer has the knowledge, experience and financial strength to accept the high level of risk associated with the purchase of this property.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_



**ADDENDUM NO. 1 - continued**

**PRIVATE SEWAGE DISPOSAL SYSTEM**

(26) Buyer is advised that the Seller or Seller's agents have not conducted, and will not conduct any investigations to determine the type, condition, and location of any private sewage disposal system at the property, if any, or the availability of public sewer access. Seller and Seller's agents are unaware if a public sewer is available in the area. Buyer accepts all responsibility to verify all such matters to Buyer's satisfaction prior to signing this Addendum.

**BUILDING PERMITS / CODE ENFORCEMENT VIOLATIONS**

(27) Buyer is advised that the Seller or Seller's agents have not conducted, and will not conduct any investigations to determine if proper building permits were obtained for the construction, modification, or demolition of any structure currently or previously on the property. Buyer accepts all responsibility to verify such matters to Buyer's satisfaction prior to signing this Addendum. Buyer is advised that there may be unpermitted room additions and or alterations. There may also be existing Code Enforcement Violations pertaining to the property that are unknown to Seller or Seller's agents. By signing this Addendum, Buyer agrees to close escrow subject to any and all unpermitted additions/alterations and code violations that may exist.

**SMOKE AND CARBON MONOXIDE DETECTORS / WATER HEATER STRAPPING**

(28) Buyer accepts responsibility and expense for installing operating smoke and Carbon monoxide detectors and to strap or bracing any water heaters after closing. Buyer shall have the option to request that Seller have these installed prior to closing. Said request is to be made in writing no later than 10 days prior to the agreed upon closing date. All costs incurred by Seller to install the items stated herein shall be charged to the Buyer at closing.

**PERSONAL PROPERTY TO REMAIN**

(29) Buyer acknowledges that some personal property and 3 non-operating vehicles of unknown monetary value are present along with some scattered debris, vehicle tires, and containers that may contain paint, motor oil, or other hazardous substances . Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all of these items remaining on or in the property, at the close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property or any vehicles desired by Seller prior to the close of escrow. The Seller has no title documents for any of the vehicles. Any window air conditioning units and/or evaporative coolers that have been removed from the windows will not be reinstalled by Seller. Buyer accepts all responsibility for reinstallation.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_



**ADDENDUM NO. 1 - continued**

**DELIVERY OF POSSESSION AFTER CLOSING**

(30) The metal security plates covering the windows and doors do not belong to the Seller, and are not included in the sale. They will be removed at the close of escrow. The Seller shall have until 5:00PM on the 3rd business days after the day that escrow closes to have the metal security plates removed and to deliver possession to the Buyer. Buyer shall have no possession rights prior to this. The doors and windows may require immediate work to secure the property. Buyer accepts all responsibility and expense to secure the property after the metal security plates are removed.

**BUYER APPROVAL - REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS**

(31) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum to review, print, or download the items listed in the Table "A" attached hereto. The items are available at [TrustedRA.com/Wilson](http://TrustedRA.com/Wilson).

(32) By signing this Addendum Buyer acknowledges electronic receipt and hereby approves all of the Reports, Disclosures, and Advisories listed in Table "A" attached hereto. Buyer shall sign and return copies of all of the items listed in said table within **7 days after** Acceptance. Buyer does not have any contingencies for further review or approval of the items listed in Table "A". Failure to return signed copies does not void any buyer approvals contained in this addendum.

(33) Buyer acknowledges that buyer has access to the internet. By signing this addendum, Buyer accepts electronic delivery and acknowledges receipt of the booklet titled "Homeowner's Guide to Earthquake Safety & Environmental Hazards" -- a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants, 2011" including toxic mold and Carbon Monoxide, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety 2020 edition including natural gas safety. Booklet available at [TrustedRA.com/Wilson](http://TrustedRA.com/Wilson).

**REPRESENTATIVE CAPACITY OF SIGNERS FOR SELLER**

(34) All transaction documents are being signed by Charity Boyd in her capacity as Trustee of the Charity Boyd Revocable Trust Dated September 26th, 2018. No separate Representative Capacity Signature Disclosures will be signed by Charity Boyd for any transaction documents she signs.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**OTHER PROVISIONS**

(35) Seller shall have the right to refuse to sign any document that is not specifically required by the Purchase Agreement, Federal, State or Local law. These documents shall include, but not limited to: Selling Office Disclosures, Addendums, Agreements and/or Advisories.

(36) Buyer is advised that a death by natural causes occurred in the property in March 2018. Buyer approves this disclosure.

(37) Buyer is advised that the Seller is unaware if the existing propane tank located on the property belongs to the Seller or to the propane supplier. Buyer approves this disclosure.

(38) If any provision of this Addendum or its Attachments is held to be illegal, invalid or unenforceable, then that provision shall cease to form part of the contract and shall not affect the remainder of the contract which shall remain in full force and effect.

(39) Any notices required to be given to either Buyer or Seller, are to be delivered to their respective agents by email. This paragraph shall not apply if a separate Delivery of Notices Addendum has been signed by Buyer and Seller prior to acceptance.

**AMBIGUITIES**

(40) Buyer has had an opportunity to read this Addendum and It's Attachments, Addendum, and Supplements and to ask questions. If Buyer later asserts any ambiguities in the Addendum, It's Attachments, Addendum, and Supplements, those ambiguities will be not interpreted in favor of either party

**HEADINGS**

(41) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**EXPIRATION OF OFFER**

**(42)** California Residential Purchase Agreement (C.A.R Form RPA paragraph 31) shall be deleted in its entirety. Buyer's offer shall remain in effect until withdrawn in writing by the buyer with C.A.R form (WOO) Withdrawal Of Offer and a copy of that form delivered to Trusted Realty Advisors via email to [TrustedRA@gmail.com](mailto:TrustedRA@gmail.com). A signed copy of the Purchase Agreement, if accepted, will be delivered by email to the buyer's agent. Buyer authorizes communication of acceptance to be delivered to the buyer's agent in this manner.

**ATTACHMENTS, ADDENDUM, SUPPLEMENTS**

**(43)** The following are attached hereto and incorporated herein by reference:

- (A)** Table "A", Receipt For Reports No. 1 (consisting of 1 page)
- (B)** Liquidated Damages Addendum (consisting of 1 page)
- (C)** Deed Restriction Addendum (consisting of 1 page)

The undersigned, acknowledge they have read, understand, agree to, and have received a copy of this Addendum.

Buyer Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**Charity Boyd, as Trustee of the Charity Boyd Revocable Trust Dated September 26th, 2018**

**TABLE "A" - RECEIPT FOR REPORTS NO. 1**  
**10175 Wilson Ranch Rd., Phelan, CA 92371**

<b>ITEM RECEIVED</b>	<b>PREPARED BY</b>	<b>Date</b>	<b>Pages</b>
Preliminary Title Report #0623-6478522	First American Title Company	Effective date 05/06/2021 at 07:30 AM	14 pages
Natural Hazards, Environmental Screening, and California Tax Report #2780660	JCP-LGS Residential Property Disclosure Reports	Report Date 01/12/2021	48 pages
Statutory Natural Hazards Disclosure Statement and Acknowledgement of Receipt	JCP-LGS Residential Property Disclosure Reports	Report Date 01/12/2021	1 page
Real Estate Transfer Disclosure Statement and Addendum No. 1	Completed by Seller	Signed By Seller 01/16/2021	4 pages
Seller Property Questionnaire	Completed by Seller	Signed By Seller 01/16/2021	4 pages
Square Footage and Lot Size Disclosure and Advisory	Completed by Trusted Realty Advisors	Signed By Seller 01/16/2021	1 page
Agent Visual Inspection Disclosure	Trusted Realty Advisors	Signed by agent 01/13/2021	3 pages
Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice	California Association of Realtors	Signed by Seller 01/16/2021	2 pages
Market Conditions Advisory	California Association of Realtors	Signed by Seller 01/16/2021	2 pages
Water Heater and Smoke Detector Statement Of Compliance	California Association of Realtors	Signed by Seller 01/16/2021	1 page
Statewide Buyer and Seller Advisory	California Association of Realtors	Signed by Seller 01/16/2021	14 pages

Buyer acknowledges having been given the opportunity to review, print, or download the items listed in this Table "A". The items are available at [TrustedRA.com/Wilson](http://TrustedRA.com/Wilson).

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer's Name Printed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer's Name Printed

\_\_\_\_\_  
Date Signed

## LIQUIDATED DAMAGES ADDENDUM

Buyer(s): \_\_\_\_\_  
(Print all names of Buyers)

Seller: Charity Boyd, as Trustee of the Charity Boyd Revocable Trust Dated September 26th, 2018

Property Address: 10175 Wilson Ranch Rd., Phelan, CA 92371

If there is a conflict between the wording of this Liquidated Damages Addendum and any other Liquidated Damages Clause simultaneously or previously signed or initialed by the undersigned Buyer(s) and Seller, this Addendum shall apply.

The following Liquidated Damages Provision is hereby incorporated into and made a part of the California Residential Purchase Agreement and Joint Escrow Instructions.

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which buyers intend to occupy as the buyer's principal residence, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to the Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

The undersigned have read and acknowledge receipt of a copy of this Liquidated Damages Addendum.

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

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

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

Charity Boyd, as Trustee of the Charity Boyd Revocable Trust Dated September 26th, 2018

# DEED RESTRICTION ADDENDUM

Addendum to: California Residential Purchase Agreement And Joint Escrow Instructions, Between the signers hereto, and dated on or before the date hereof.

Property Address: 10175 Wilson Ranch Rd., Phelan, CA 92371

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT ALL OF ITS AGREEMENTS SET FORTH HEREIN ARE MATERIAL CONSIDERATION FOR SELLER’S AGREEMENT TO THE TERMS OF THIS AGREEMENT AND BUT FOR THOSE AGREEMENTS SELLER WOULD NOT AGREE TO THE TERMS OF THIS AGREEMENT.

## CASH PURCHASE ONLY

- (A) Buyer states that Buyer has sufficient liquid funds currently available to Buyer to close escrow on the subject property.
- (B) Buyer agrees to keep sufficient liquid funds available to Buyer for the sole purpose of closing escrow on the subject property.
- (C) Buyer agrees to close without the use of any financing of any type.

## DEED RESTRICTION AT CLOSING

Buyer agrees that Seller shall have the right at Seller’s sole discretion to instruct escrow holder to insert into the Deed transferring title of the subject property to Buyer the following Deed Restriction: “BUYER SHALL NOT TRANSFER TITLE TO THE SUBJECT PROPERTY FOR A PERIOD OF SIXTY CALENDAR DAYS AFTER THE RECORDING DATE OF THIS DEED”.

The undersigned, acknowledge they have read, understand, agree to, and have received a copy of this Addendum.

Buyer Signature	Buyer’s Name Printed	Date Signed
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Buyer Signature	Buyer’s Name Printed	Date Signed
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Seller Signature \_\_\_\_\_ Date Signed \_\_\_\_\_  
**Charity Boyd, as Trustee of the Charity Boyd Revocable Trust Dated September 26th, 2018**