

# ADDENDUM NO. 1

**Addendum to: California Residential Purchase Agreement And Joint Escrow Instructions**

**Between: The signers hereto**

**Date: Dated on or before the date hereof**

**Property Address: 905 Hogan Ave., Banning, CA 92220**

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

## (1) PURCHASE AGREEMENT CHANGES

PARAGRAPH	PAGE	CHANGE
3B	1	Buyer to close escrow within 7 days after Seller releases all of Seller's contingencies stated at Section 3 herein. Seller shall have up to 130 days to remove all of Seller's contingencies.
3C	1	Offer shall remain in effect "until withdrawn in writing"
3D(1)	1	Initial Deposit Amount shall be 10 percent of the Purchase Price. Deposit to be made by wire transfer to Escrow Holder within 1 business day after acceptance.
3G(1)	2	Seller Credit to Buyer equals zero dollars
3K	2	Assignment Request time period equals 1 day after acceptance
3L(1)	2	Buyer has No Loan Contingency
3L(2)	2	Buyer has No Appraisal Contingency
3L(3)	2	If the Inspection Contingency <u>has not</u> previously been removed by Buyer, the time period for Investigation of Property contingency shall be 7 days after acceptance. Contrary to paragraph 14B(3) and 14B(4), <b>If the California Residential Purchase Agreement and Joint Escrow Instructions is not canceled, in writing on or before the 7th day after acceptance, Buyer shall be deemed to have removed the entire Investigation of Property Contingency stated at 8C.</b> Buyer agrees to cooperate in signing a Contingency Removal form, however the failure to do so will not invalidate the "deemed removed" provision contained in this paragraph..

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

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

PARAGRAPH	PAGE	CHANGE
3L(3)	2	Informational access and access for inspections shall begin when the escrow holder has confirmed receipt of Buyer's initial deposit and shall end on the 7th day after acceptance.
3L(4)	2	Review of Seller Documents to be zero days. Buyer to sign and date Receipt For Reports No. 1 and Contingency Removal attached hereto.
3L(5)	2	Preliminary Title Report Period to be zero days. Buyer to sign and date Preliminary Title Approval and Contingency Removal attached hereto.
3L(6)	2	Time period for contingency for Buyer's approval of Common Interest Disclosures shall be 5 days after receipt of required items by Buyer's agent.
3L(8)	2	Sale is not contingent upon sale of Buyer's property.
3M(1)	2	Possession to be delivered to Buyer upon notice of recording.
3N(1)	2	Seller Delivery of Documents. Documents have been delivered via internet link at <a href="http://TrustedRA.com/Hogan-disclosure">TrustedRA.com/Hogan-disclosure</a> .
3N(2)	2	Seller shall have 21 days after receipt to sign & return Escrow Holder Provisions & Instructions.
3N(3)		Time to pay fees for ordering HOA Documents to be 14 days.
3N(4)	2	Seller to install prior to close of escrow.
3P(1)	3	Any items checked at paragraph 3P(1) are not included, however if they are present at close of escrow they become the property of the Buyer.
3P(2)		Seller may remove any items of personal property prior to the close of escrow, but shall have no duty to do so. Any and all personal property and/or debris remaining at close of escrow shall remain with the property.
3Q(1)	3	Seller to pay for Natural Hazards Zone Disclosure Report, including tax information and Environmental Screening. Provided by: JCP-LGS Residential Resale Property Disclosure Reports.
3Q(2) 3Q(3)	3	Reports listed, if any, shall be paid for by Buyer.
3Q4	3	Smoke Alarms, CO detectors, water heater bracing to be paid for by Seller and installed prior to the close of escrow

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

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

<b>PARAGRAPH</b>	<b>PAGE</b>	<b>CHANGE</b>
3Q(5)	3	Government Required Point of Sale Inspections, reports will not be paid for by Seller
3Q(6)	3	Government Required Point of Sale corrective/remedial actions will not be paid for by Seller
3Q(7)	3	Escrow Fees - each to pay their own fees. Escrow Holder to be First American Title Company, or other escrow of Seller's choice
3Q(8)	3	Owner's title insurance policy to be paid for by Seller. Title Company to be First American Title Company
3Q(10)	3	County Transfer Tax to be paid for by Seller
3Q(11)	3	City Transfer Tax - to be paid for by Seller
3Q(14)	3	HOA transfer fees also known as Resale Statement of Account Fees are to be paid by Buyer at closing as follows: \$430 for Sun Lakes Country Club Homeowners Association, and an additional \$430 for the Lakeside II Community Association.
3Q(15)	3	\$950 Private Transfer Fee also known as Sun Lakes Country Club Social Membership Fee to be paid by Buyer at closing.
3Q(16) 3Q(17)	3	Fees listed, if any, to be paid by Buyer
7B(1)(ii)	5	Seller shall have no duty to maintain property in substantially the same condition as on date of acceptance.
7B(1)(iii)	5	Seller may remove any items of personal property prior to the close of escrow, but shall have no duty to do so. Any and all personal property and/or debris remaining at close of escrow shall remain with the property.
7E	5	Seller will provide 1 key for the front entry door. Seller does not have any key to the security screen at the front entry door or the garage entry door. Seller does not have any operating garage door opener remote controls. Seller will not provide any of the other items listed at paragraph 7E to the Buyer.
11A(3)	7	Exempt Seller Disclosure shall be deemed complete as delivered, even if some boxes are not checked.
14C(2)(i)	10	To be deleted. Seller may cancel sale without giving Buyer a Notice To Buyer To Perform for failure to wire deposit as required by paragraph 3D(1) herein

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

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

PARAGRAPH	PAGE	CHANGE
23	12	Contrary to paragraph 23 of Purchase Agreement, <b>Buyer may not assign this Purchase Agreement without the prior express written consent of the Seller, whose consent may be withheld, delayed, or conditioned in the sole and absolute discretion of the Seller. Any assignment made without Seller’s consent shall be deemed void.</b>
29	14	Liquidated Damages - deleted per Probate Agreement Purchase Addendum at paragraph 6 thereof
30	14	Mediation - deleted per Probate Agreement Purchase Addendum at paragraph 6 thereof
31	14	Arbitration of Disputes - deleted per Probate Agreement Purchase Addendum at paragraph 6 thereof

**(2) ADDED SELLER CONTINGENCIES**

The following contingencies are added for the benefit of the Seller exclusively:

- (A) Escrow Holder having received by wire transfer the Buyer’s Initial Deposit in the amount of 10 percent of the purchase price no later than the 2nd business day after acceptance.
- (B) Seller obtaining a Reappraisal For Sale of the subject property, prepared by the Court assigned Probate Referee, and the sales price agreed to by Buyer and Seller being no less than 90 percent of the value stated in said Reappraisal For Sale.
- (C) Seller obtaining a court Order Confirming Sale Of Real Property, for the sale to Buyer.
- (D) Seller complying with all provisions of the California Probate Code that are applicable to the sale of the property.
- (E) Seller satisfying all requirements of the title insurer in order to insure title without out showing any exceptions to coverage that have been disapproved by Buyer.
- (F) Seller approving all charges on the Estimated Seller’s Settlement Statement.

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

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

### (3) ADDITIONS TO PURCHASE AGREEMENT

The following items are added to the Purchase Agreement:

- (A) Seller will not provide inspections or certifications of any type, including but not limited to termite, roof, and mold. Buyer may obtain any of these at Buyer's expense during buyer's inspection period.
- (B) Seller will not make any repairs or give Buyer any credits in lieu of repairs.
- (C) As required by paragraph 11K(1) of the Purchase Agreement, It is disclosed that this property is a condominium and is part of the Lakeside II Community Association which currently has a monthly assessment of \$157. The Lakeside II Community is located within the Sun Lakes Country Club Homeowners Association which currently has a monthly assessment of \$336. The current combined monthly assessments are \$493.
- (D) If required by either Homeowners Association, Buyer accepts all responsibility for and all costs to be incurred for the removal of the existing patio cover and the removal of the existing pet door to the patio to the satisfaction of the Homeowners Associations. Repair and painting of the adjacent stucco and drywall may also be required. All work is to be completed after the close of escrow.
- (E) If not provided in the Purchase Agreement or the Probate Agreement Purchase Addendum, Buyer shall provide to Seller's agent within 7 days after acceptance Buyer's complete vesting and mailing address to be used on the deed transferring title and in probate notices.
- (F) Vesting provided by Buyer will be stated in statutory documents that will be prepared by the probate attorney. Buyer acknowledges and agrees that Buyer's vesting may not be changed after it has been provided. Buyer's Vesting provided must be consistent with the name of Buyer as stated in Purchase Agreement. Unless paragraph 32B has been completed on the Purchase Agreement, it shall be deemed that Buyer(s) are taking title as individuals and not in a Trust or other entity.
- (G) Buyer is advised that the Riverside County Public Administrator has been appointed as Successor Trustee of the Tyndall Trust dated June 16, 1999 by the Superior Court of California, County of Riverside in case number PRIN2101739.

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

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

(H) Buyer is advised that the Riverside County Public Administrator is participating in this transaction in the capacity as Successor Trustee of a Trust. They have never owned or occupied the property and have very limited knowledge of the property including what defects, malfunctions, or other significant material facts may exist.

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

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

Buyer Printed Name \_\_\_\_\_

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

Buyer Printed Name \_\_\_\_\_

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

Riverside County Public Administrator as  
Successor Trustee of the Tyndall Trust dated June 16, 1999  
By: Natasha L. Rangel, Assistant Public Administrator

**RECEIPT FOR REPORTS NO. 1 and CONTINGENCY REMOVAL  
905 Hogan Ave., Banning, CA 92220**

ITEM RECEIVED	PREPARED BY	Date	Pages
Preliminary Title Report #0625-6910971	First American Title Company	Effective date 09/28/2022 at 07:30 AM	14 pages
Natural Hazards, California Tax Report, and Environmental Screening #3108805	JCP-LGS Residential Resale Property Disclosure Reports	Report Date 10/07/2022	54 pages
Natural Hazards Disclosure Statement & Acknowledgement of Receipt Report #3108805	JCP-LGS Residential Resale Property Disclosure Reports	Report Date 10/07/2022	1 page
Exempt Seller Disclosure	Seller	Signed by Seller 10/13/2022	1 page
Letter regarding fungal mitigation services performed	David Milligan Alliance Environmental & Compliance, Inc.	10/13/2022	1 page
Square Footage & Lot Size Disclosure and Advisory	Completed by Trusted Realty Advisors	Signed by Seller 10/13/2022	1 page
Agent Visual Inspection Disclosure	Trusted Realty Advisors	Signed by agent 10/13/2022	3 pages
Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice	California Association of Realtors	Signed by Seller 10/13/2022	2 pages
Market Conditions Advisory	California Association of Realtors	Signed by Seller 10/13/2022	2 pages
Water Heater and Smoke Detector Statement Of Compliance	California Association of Realtors	Signed by Seller 10/13/2022	1 page
Statewide Buyer and Seller Advisory	California Association of Realtors	Signed by Seller 10/13/2022	14 pages

Buyer acknowledges that the buyer has access to the internet and to the web page at <http://www.trustedra.com/hogan-disclosures> where the items listed herein have been posted. By signing this addendum, Buyer accepts electronic delivery of the items listed herein via this web page. Buyer acknowledges receipt of all the items listed herein and acknowledges having been given the opportunity to review, print, or download all of the items listed herein. **BY SIGNING BELOW BUYER REMOVES ANY AND ALL CONTINGENCIES FOR BUYER'S APPROVAL OF ANY OF THE ITEMS LISTED ABOVE.** Buyer agrees to provide signed copies of the above listed items within 7 days of acceptance.

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

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

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

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

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

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

# PRELIMINARY TITLE APPROVAL AND CONTINGENCY REMOVAL

**Property Address: 905 Hogan Ave., Banning, CA 92220**

Preliminary title report file number 0625-6910971, prepared by First American Title Company, with an effective date of September 28, 2022 at 7:30 AM., has been made available for Buyer to review at [TrustedRA.com/hogan-disclosures](https://TrustedRA.com/hogan-disclosures). Report consists of 14 pages and includes hyperlinks to view recorded documents referenced in said report.

Buyer accepts and approves items shown as exceptions to coverage (beginning on page 2) items 1,2,3,4,5,6,7,8,9, and 10 in said report.

Buyer disapproves items shown as exceptions to coverage (beginning on page 2) items 11 and 12 in said report.

Buyer and Seller agree that property taxes owed for the current property tax year on date of closing are to be prorated between Buyer and Seller at close of escrow, and any property taxes owed for periods prior to the current property tax year on date of closing are to be paid through escrow and charged to the Seller.

Buyer approves the vesting shown on page 2 of the above referenced report.

Buyer Approves the Legal Description shown on page 6 of the above referenced report.

**BY SIGNING BELOW BUYER REMOVES ANY AND ALL CONTINGENCIES FOR BUYER'S APPROVAL OF THE PRELIMINARY TITLE REPORT EXCEPT FOR ANY ADDITIONAL ITEMS AFFECTING THE SELLER OR THE PROPERTY THAT MAY BE ADDED PRIOR TO CLOSING AND THAT ARE NOT MENTIONED HEREIN.**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Buyer's Name \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Buyer's Name \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
**Riverside County Public Administrator as  
Successor Trustee of the Tyndall Trust dated June 16, 1999  
By: Natasha L. Rangel, Assistant Public Administrator**

## ACKNOWLEDGMENT OF RECEIPT OF CONSUMER INFORMATION PAMPHLETS AND DISCLAIMER

Property Address: 905 HOGAN AVE, BANNING, CA 92220

The accompanying pages are "signature pages" requiring signatures of acknowledgment that were compiled for your convenience relating to the purchase transaction of the above referenced property from the following five (5) sources listed below. Prior to signing this page, or, the accompanying pages, read the IMPORTANT DISCLAIMER set forth below.

1. **Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants** from the California Environmental Protection Agency available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Resid-Enviro-Hazards-Guide-English-j.pdf>
2. **Protect Your Family from Lead in Your Home** from the United States Environmental Protection Agency available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Lead-in-Your-Home-English.pdf>
3. **What is your Home Energy Rating (HERS)** from the California Energy Commission available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Home-Energy-Rating-color.pdf>
4. **Homeowner's Guide to Earthquake Safety** from the California Seismic Safety Commission available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Homeowners-Guide-to-EQ-Safety-English.pdf>  
(Signature for Homeowner's Guide to Earthquake Safety only necessary if Property built before 1960.)
5. **A Brief Guide To Mold, Moisture and Your Home** from the United States Environmental Protection Agency available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Mold-Guide-English.pdf>

I acknowledge receipt of the five (5) listed pamphlet(s) via the links set forth above.

I acknowledge that I have read the IMPORTANT DISCLAIMER below these signature lines.

Seller: **PROBATE - EXEMPT** \_\_\_\_\_

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

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

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

Seller: **PROBATE - EXEMPT** \_\_\_\_\_

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

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

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

Seller's Agent: *Mad Hargo* \_\_\_\_\_

Buyer's Agent: \_\_\_\_\_

Date: **10-13-2022** \_\_\_\_\_

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

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