

**KELLER WILLIAMS REALTY  
ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

*THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT-READ IT CAREFULLY*

The following terms and conditions are hereby incorporated into, and made a part of, the Residential Purchase Agreement and Joint Escrow Instructions as dated \_\_\_\_\_, concerning the property located at: \_\_\_\_\_, in which \_\_\_\_\_ is referred to as "Buyer" and in which \_\_\_\_\_ is referred to as "Seller".

1. **Short Sale Disclosure: IMPORTANT NOTICE:** Keller Williams West Ventura County is not associated with the government and our service is not approved by the government or your lender. Even if you list your property with us, accept an offer and use our services, your lender may not agree to change your loan. If you stop paying your mortgage, you could lose your home and damage your credit rating.
2. **Airport Noise:** Certain airports located in the area may be in proximity to the property and Buyer should be aware that airport traffic and noise exists throughout much of Ventura County and the Los Angeles/San Fernando Valley. There is flight activity at airports in Camarillo, Oxnard, Santa Paula and Pt. Mugu, and both the Burbank Airport and the Van Nuys Municipal Airport are considering expansion. Buyers may obtain more information by contacting the airport authorities for the airport in question.
3. **Boeing Rocketdyne Santa Susana Facility:** A testing facility is located in the Santa Susana Mountains between Chatsworth and Simi Valley, California. The U.S. Department of Energy has indicated that radioactive materials and industrial solvents are present on this site, which is in the process of cleanup. A 1997 study report indicates that workers exposed to radiation at the Rocketdyne facility might be at an increased health risk and a lawsuit has been filed alleging that the Rocketdyne facility has caused environmental contamination beyond the site. For further information, contact the U.S. Department of Energy, San Francisco, California, or the appropriate State or Federal legislator.
4. **Construction Materials:** Certain properties have been constructed using materials or products that may become inadequate or defective over time. This includes, but is not limited to ABS plumbing piping, galvanized pipe and aluminum wiring, as well as sewer line connections between the house and the street sewer. Under some conditions, these materials may need to be repaired or replaced and may cause damage or become a health or fire hazard. Buyer should consult inspection professionals who are knowledgeable in these matters.
5. **Environmental Hazards (Additional):** The parties are advised that the presence of certain kinds of molds, funguses, or other organisms may adversely affect the property and the health of some individuals. Broker recommends, if buyer has concerns regarding this issue that buyer conduct further inspections by a qualified professional within the time period specified in the residential purchase agreement.
6. **Fireplace Inspection:** Buyer is advised that some properties have fireplaces, chimneys and shrouds that may be a potential hazard under some circumstances or have undetected earthquake damage. Broker makes no representations regarding this matter and recommends Buyer have qualified professionals inspect all fireplaces (including installations and shrouds) to determine that everything is in good working order and sound structural condition.
7. **Furnaces:** The parties are advised that certain furnaces manufactured by Consolidated Industries and sold under various brand names in California between 1984 and 1992, have been identified as the cause of fires. Broker recommends that any furnace at the property be inspected by a qualified professional. For more information, contact the Consumer Products Safety Commission.
8. **Future Development:** Future development of the area surrounding the property, and/or development in the general area may affect the property, and no prediction can be made with regard to changes in views, air currents, noise, light or other conditions brought about by such development. The Buyer is advised to consult with all appropriate government agencies and any homeowner associations to determine issues involving future development, planning and zoning.
9. **Golf Courses:** The property may be located adjacent to or near a golf course. Golf balls may pose a physical hazard to people and potential physical damage to property, and activity on a golf course may be a noise or privacy nuisance.
10. **Inspections:** Buyer and Seller acknowledge and agree that the listing and selling Brokers cannot and will not: a) guarantee the conditions of the property; b) be responsible for disclosure of defects that are not known to the Brokers and/or agents; c) be responsible for disclosure of defects that are not visually observable in reasonably accessible areas of the property; d) identify property boundary lines; e) determine the existence and/or extent of recorded or unrecorded easement; f) provide legal or tax advice; or g) provide other advice/information that exceeds the knowledge, education and experience required to obtain a real estate license. Buyer and Seller further acknowledge that the listing and selling Brokers will not perform an inspection of areas that are reasonably and normally inaccessible to such an inspection, or an affirmative inspection of areas off the site of the subject property. Buyer and Seller further agree that the listing and selling Brokers shall not inspect public records, permits, title or use of the property, or verify the accuracy of the information or representations regarding the property provided by the Seller or any other source.
11. **Landfills/Waste Sites:** The property may be situated in the vicinity of a landfill site. It is suggested that Buyer investigate the existence of any such landfill and the truck routes to and from the same by contacting the appropriate department of the county in which the property is located.

Buyer and Seller acknowledge receipt of this page, which constitutes Page 1 of 4 of this Addendum.

Buyer's Initials ( \_\_\_/\_\_\_ )  
Keller Williams Addendum

Seller's Initials ( \_\_\_/\_\_\_ )  
Rev 04/14

**Keller Williams Realty Addendum to Residential Purchase Agreement and Joint Escrow Instructions**

**For the Property known as:** \_\_\_\_\_

12. **Licensed Care Facilities:** Licensed care facilities may be found in any neighborhood and are protected by State law which pre-empts local ordinance.
13. **Records and Inspection Reports:** Certain cities, including Oxnard, Pt. Hueneme, Ventura and Thousand Oaks, may require the Seller to obtain from the city, at Seller's expense, a report of the Residential Building Record showing the regularly authorized use, occupancy and zoning classifications of the subject property. In such cases, Seller agrees to request the required report(s) and to cause it to be delivered to Buyer within the time periods set forth in the Agreement for the Seller's delivery of reports.
14. **Permits:** Broker(s) make no representation that any or all additions or modifications to property have been made with permits and have certificates of occupancy (C of O's). Broker(s) make no representation that the property is or is not built to code. Should property have additions and/or modifications built without permits and/or C of O's, they may not have been done to code or may not be permitted for current usage. Buyer is strongly advised to investigate these matters in conjunction with Buyer's physical investigation contingency period.
15. **Rail Lines:** Major rail lines run through the various communities in the area. If Buyer is concerned about noise or other consequences, Buyer should check area maps to determine the proximity of the property to these transportation lines. Buyer may also check with the rail lines for current passenger and freight schedules.
16. **Reservoirs and Dams:** Major reservoir/dam facilities may be in the area in which the property is located. Buyer should investigate the proximity of the property to such facilities so as to be satisfied as to any potential affects to the property.
17. **Schools:** There is no assurance that the school(s) in proximity to the property is open for enrollment to Buyer's children, or that the property is served by a particular school or school district. As a result of various factors including, but not limited to, class size reductions and "open enrollment" policies, the school(s) actually serving the property might not be determined until the time of enrollment. Buyer is advised to contact the local school district for more information.
18. **Urban Noise:** Very few areas exist in and around cities where traffic noise is not heard. Buyer should investigate traffic patterns around property to determine if these are a concern. Many cities have traffic studies available.
19. **High Winds Disclosure:** Buyer is aware that certain areas of the San Fernando Valley, Santa Clarita Valley and Ventura County experience high winds during various times of the year. Buyer is advised to make an independent investigation of this during Buyer's physical inspection contingency period.
20. **Hillside Ordinances:** Buyer is advised that hillside property may be subject to and impacted by local ordinances providing for special hillside property requirements. If the property is a hillside property, Buyer is advised to obtain a copy of these ordinances from the appropriate Department of Building and Safety to determine their impact, if any, on the property.
21. **Wildlife:** Certain types of wildlife are indigenous to the area, including, but not limited to, rabbits, squirrels, cougars, rodents, deer, coyote, snakes, bats, bobcats, bears and birds of prey.
22. **Escrow Process Complexity:** The purchase agreement indicates a specific closing date, however, the complexity of a real estate transaction may necessitate an extension of this closing date. Due to this possibility, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date. The parties should consult with an attorney regarding the effect of closing dates and extensions.
23. **File Archiving Fee:** In consideration of Broker's assistance in the preparation and handling of the required compliance documents BUYER/SELLER, the client of Keller Williams West Ventura County, agrees to pay the Broker through escrow the sum of \$199.00. This fee is to cover additional costs related to the review of all documents, organization and indexing of said documents, digital transfer and long term storage of said file by a third party. Said sum shall be payable to the Broker only upon the closing of the transaction defined by this agreement. BUYER/SELLER, the client of Keller Williams West Ventura County, acknowledges that in addition to the above third party information providers and or governmental agencies may require additional fees and costs.
24. **Affiliated Services:** Buyer and Seller are hereby notified that Keller Williams West Ventura County has its own escrow, West Ventura County Escrow, as well as a business relationship with Guild Mortgage and because of these relationships there may be referrals between or among them.
25. **Waiver of Inspections:** In the event Buyer elects to purchase the property without any or some of the professional inspections stated above, Buyer is acting against the advice and recommendation of the listing and selling Brokers. With respect to those inspections and/or inspection reports not obtained by the Buyer, the Buyer agrees that Buyer will conduct his/her own independent investigation of the subject property. Buyer acknowledges that physical conditions may exist relating to the property which are unknown but which could have been disclosed by such inspections and/or inspection reports.

**Buyer and Seller acknowledge receipt of this page, which constitutes Page 2 of 4 of this Addendum.**

**Buyer's Initials ( \_\_\_/\_\_\_ )**  
**Keller Williams Addendum**

**Seller's Initials ( \_\_\_/\_\_\_ )**  
**Rev 04/14**

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For the Property known as: \_\_\_\_\_

26. **Toxic Mold:** Buyer is advised that the presence of certain kinds of molds, funguses, spores, airborne bacteria, and other organisms may adversely affect the property and health of individuals. Toxic mold is often the result of moisture invasion or water leakage inside the home. Buyer has received the "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants" which includes the Federal Lead Booklet and Chapter IV, the "Mold" chapter. Buyer is advised to carefully read the "Mold" chapter, as well as the other chapters, in the above described booklet. **Buyer is advised to have an environmental inspection by a qualified professional to inspect the property for existence of mold, funguses, spores, and airborne bacteria or any organisms or conditions that may lead to their formation, during Buyer's contingency period.** Buyer and Seller are advised that Real Estate Brokers and Agents are not trained to identify or locate mold, funguses, spores or airborne bacteria. The Real Estate Brokers and Agents have not made any representation, express or implied, as to the existence or non-existence of mold, funguses, spores, or airborne bacteria in or on the subject property. **Seller has been advised that Seller's knowledge of any mold or organism known to Seller must be disclosed to Buyer. Seller should also disclose any knowledge of any water leakage or moisture invasion into the home.**

**CITY OF THOUSAND OAKS/NEWBURY PARK ONLY**

1. **City of Thousand Oaks Records Search Report and City Inspection Report:** If the property lies within the city limits of Thousand Oaks, Seller shall furnish and pay for a residential building report under Ordinance 1289-NS pertaining, but not limited to, the authorized use, occupancy, zoning classification, exceptions, special restrictions and requirements, street designation and legal description, completeness of building permits, variances, special use permits, and availability of water and sewer facilities and City connection fees. Residential building shall mean any improved property designed and permitted for dwelling purposes.

**CITY OF VENTURA ONLY**

1. **The City of San Buenaventura (City)** adopted regulations regarding private sewer laterals (Municipal Code 22.250). Effective February 3, 2014, property owners within the City may be required to complete a video inspection of their private sewer lateral (PSL) from the building/structure to the main connection in the street (up to and including the wye connection.) <http://www.cityofventura.net/water/privatelateral>

**VENTURA COUNTY ONLY**

1. **"Right-To-Farm" Ordinance:** The "Right-to-Farm" Ordinance, which became effective 11/17/97, (1) revises zoning provisions so as to further protect properly conducted commercial agricultural operations from lawsuits claiming the operations to be nuisances; (2) adds provisions requiring disclosure to persons acquiring real property that agricultural operations are so protected from lawsuits and that such persons may experience inconveniences and discomforts associated with agricultural operations; and (3) adds provisions providing for optional mediation by Ventura County Office of the Agriculture Commissioner of certain disputes involving agricultural operations. Buyer of property affected by the ordinance must receive a mandated disclosure notice and statement from Seller, as required by this ordinance.
2. **Preservation, Cutting and Removal of Oak, Sycamore, Heritage and Other Designated Trees:** All Buyers and Sellers, selling property located within the County of Ventura, should review a copy of the non-coastal Ventura County tree ordinance Sec 8107-25. For questions or more information on this ordinance, you can call the County of Ventura. <http://www.ventura.org/rma/planning/>

**LOS ANGELES COUNTY ONLY**

1. **Airport Noise:** Airport noise exists throughout much of the San Fernando Valley, as well as other areas of Los Angeles County. Both the Burbank/Glendale/Pasadena Airport and the Van Nuys Municipal Airport are considering expansion. The Burbank/Glendale/Pasadena Airport Authority has submitted a Noise Exposure Map for the area surrounding this airport; this map constitutes notice to prospective purchasers of property surrounding the airport of noise attributable to the airport. Buyer may obtain more information regarding these matters by contacting the Burbank/Glendale/Pasadena Airport Authority at (818) 840-8840 or Dept. of Airports at 818-985-8838.
2. **Landfill (Waste Site):** Property may be situated in the vicinity of a landfill site. Buyer is urged to investigate the existence of any such landfill and the truck routes to and from same by contacting the Sanitation Districts of Los Angeles County at (526) 699-7411.
3. **Universal Studios Expansion:** Universal Studios, Inc., plans to expand its offices, studio, hotel, commercial, and entertainment space at Universal City, adding to the current 6.4 million square feet ("Project"). For more information regarding the Project, Buyer may contact Universal Studios, Inc., at (818) 777-1000 and ask about the "Master Plan Expansion Project".

Buyer and Seller acknowledge receipt of this page, which constitutes Page 3 of 4 of this Addendum.

Buyer's Initials ( \_\_\_/\_\_\_ )  
Keller Williams Addendum

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- 4. **Valley Light Rail Transit Project:** Property may be situated in or near one of the areas in which the Los Angeles Metropolitan Transit Authority (MTA) is contemplating the location of a public rail transportation line. Seller and Brokers are unable to advise Buyer regarding the locations of the rail transit system already approved or those extensions of the system still being studied. Any such rail line could adversely or beneficially affect the value or desirability of Property. Buyer is advised that, as a result of being near a potential rail line, Property may be subject to a change in real property taxes or assessments. Buyer is advised to contact MTA for further information at (213) 620-7245 or (213) 808-5465.
- 5. **Water Reservoir Improvement:** Los Angeles Dept. of Water and Power (DWP) is reviewing various construction alternatives designed to maintain and improve the quality of Los Angeles public drinking water contained in water reservoirs in the San Fernando Valley. These include Encino (Santa Monica Mountains) and Los Angeles (Mission Hills). The DWP is currently constructing a cover over the Lower Van Norman Bypass (Mission Hills) reservoir. For more information on DWP's water quality improvement proposals, Buyer is advised to contact the DWP at (213) 367-4187.

**CITY OF LOS ANGELES ONLY**

- 1. **Report of Residential Property Records and Pending Special Assessment Liens:** If Property is residential and is located in the City of Los Angeles, Seller shall pay for and deliver to Buyer, prior to close of escrow, a "Report of Residential Property Records and Pending Special Assessment Liens" in accordance with Los Angeles City Ordinance No. 144.942.

- 2. **Mandatory Government Retrofit Items:**

**Water Conservation Certificate Compliance:** L.A. Municipal Code Section 129.03 requires Seller of Residential property to provide Buyer with a Certificate of Compliance that all applicable items have been retrofitted with the water saving devices specified in said code section.

**Impact Hazard Glazing:** All external sliding glass doors (the sliding part only) must be of tempered glass or "impact hazard glazed" glass as required by City of L.A. Ordinance No. 161.136. Seller shall pay for the cost to bring Property into conformance with this law prior to close of escrow and shall be permitted to use a safety film approved by City of Los Angeles in lieu of replacing the glass with tempered glass.

**Gas Shut-Off Valve Ordinance:** City of L.A. Ordinance No. 171874 requires the installation of earthquake gas shut-off valves for residential and commercial buildings within 12 months after they are sold, and that within 10 days after the seismic gas shutoff valves are installed, Buyer will also advise the L.A. Dept. of Building and Safety in writing. The sale of an individual condominium unit in a building shall require the installation of seismic gas shutoff valves for all gas piping lines serving that building. Failure to comply with this requirement will subject Buyer to the payment of a noncompliance fee in addition to the other penalties provided by law. Questions concerning this ordinance should be directed to City of L.A. at (213) 977-6134.

**Smoke Detector/Water Heater Compliance:** Buyer and Seller are aware of California Health and Safety Code Sections 13113.8(b) and 19211 requiring Sellers of real property to provide buyer with a written statement indicating that the property is in compliance with the applicable local ordinance requiring installation of smoke detectors and water heater bracing, anchoring and strapping. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have battery operated smoke detectors, but all multi-dwelling units, including condominiums and townhomes, must be hardwired. Los Angeles City Ordinance requires all water heaters to be double strapped as per city ordinance specifications.

**Carbon Monoxide:** California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartments, among others.

**The Undersigned have read, understand and acknowledge receipt of copies of this 4-page addendum.**

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