



SUPPLEMENT TO CALIFORNIA REAL ESTATE PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT

ANTELOPE VALLEY DISCLOSURES

Amended 6/01/10

(Residential Purchases 1 to 4 Units)

Property Address _____, _____, CA _____

This supplement is made with respect to and shall be a part of the California Residential Purchase Agreement and Receipt for Deposit dated _____, by and between _____ (as "Seller") and _____ (as "Buyer") for the above-described property.

1. LANDSCAPE LAWS AND ORDINANCES: The Cities of Lancaster and Palmdale have enacted landscape installation and maintenance ordinances which require the property owner to install and maintain landscape to certain minimum standards. If the property falls below these minimum standards, the property is subject to mandatory re-landscaping to meet water efficiency requirements established by the city and the State of California. **BUYER** and **SELLER** are both advised of the necessity to maintain the landscape on the property at all times using water efficiency standards imposed by the cities. It is recommended the property owner review the current landscape and water efficiency ordinances and resolutions for the City in which the property is located. These ordinances contain monetary penalties and fines for non compliance. The ordinances may be viewed on the City websites or secured at City Hall. Unincorporated areas are subject to statewide statutes and may be subject to County water conservation standards.

2. WATER SYSTEM/WATER AVAILABILITY INVESTIGATION: **Buyer** should determine the Property's water source (i.e. if the Property has a public water source or other water delivery system, such as a mutual water company or well water system). If the Property is serviced by a mutual water company, **Buyer** is advised to conduct **Buyer's** own independent investigation of the financial solvency of the mutual water company and the reliability and quality of its water service. **Buyer** should also investigate what private conditions and approvals may be imposed by private water companies. If the Property is not on a city, mutual water company, or equivalent water system, **Buyer** should determine whether water of sufficient quality and quantity will reliably supplied to the Property. If the Property is serviced by a water well (on or off the Property), **Buyer** is advised to conduct an inspection and certification of the well servicing the Property to reveal both the condition of the well and the quality of the water. Buyer is aware that the quantity, quality and/or source of a well or wells located on or servicing the Property cannot be guaranteed, and may fluctuate from time to time and/or may go dry. Buyer is notified that there is pending litigation involving water rights in what is known as the Antelope Valley Ground Water Basin. This litigation may impact a property owner's right to pump water on their property. To determine whether this litigation may impact your property, consult your legal counsel and/or visit www.avgroundwater.com. **Buyer** is hereby expressly notified that construction of new commercial and industrial facilities and residential dwellings may be prohibited to land serviced by non-conforming water systems, such as "hauled" water, irrigation ditch water and public or community water systems that do not meet current legal standards. **Buyer** is advised that lack of an adequate water supply may result in the denial of building permits for new construction on the Property, or for any additions or remodeling desired by **Buyer** to existing structures on the Property.

3. DEFECTIVE FURNACE/AGED FURNACES: **Buyer** is advised that the U.S. Consumer Product Safety Commission has issued a consumer Warning in California that certain gas-fired, forced-air furnaces manufactured by Consolidated Industries (formerly Premier Furnace Company) and sold under various brand names present a substantial risk of fire. Additionally, any gas-fired air furnace, whether aged or not, if defective, can present a substantial risk of carbon monoxide poisoning. **Buyer** is advised to have this matter investigated by a qualified professional.

Buyer ____ / ____ Seller ____ / ____

4. HIGH WINDS: **Buyer** is informed that areas located within the Antelope Valley experience high winds from time to time. High winds can result in blowing dust and other airborne particulates. **Buyer** is advised to conduct **Buyer's** own independent investigation of this matter during **Buyer's** physical inspection of the Property.

5. CONSTRUCTION DEFECT LITIGATION: Some builders and developers in the Antelope Valley have been the subjects of class action, construction defect lawsuits brought in behalf of new-home buyers. **Seller** and **Buyer** are advised to make their own investigation as to whether the Property, the **Seller's** interest in the Property, and/or the interest of a prior owner of the Property have been the subject of any such litigation. If so, **Seller** and **Buyer** are advised to make their own investigation as to whether any defective condition to the Property, whether or not disclosed in the Transfer Disclosure Statement, is the subject of such litigation. Except as may be otherwise stated in the Transfer Disclosure Statement, Broker has made no independent investigation regarding this matter.

6. METROLINK/RAILWAY: **Buyer** is aware that the Antelope Valley is serviced by Metrolink and other railway systems. The Property may be located in or near one of the service areas of Metrolink or another railway facility. Train service operates 24 hours a day. **Buyer** should conduct his own independent investigation if this is a matter of concern to **Buyer**.

7. STATE PRISON FACILITIES DISTRICT: **Buyer** is aware that the California State Prison – Los Angeles County is situated on the west side of the City of Lancaster between 50th and 60th Street West and Avenues J and I. The state prison may house inmates classified as minimum, high-medium, and maximum custody inmates.

8. JUVENILE JAIL FACILITIES: **Buyer** is aware that juvenile jail facilities, Camp Munz and Camp Mendenhall, are situated in the southwest corner of the Antelope Valley in Lake Hughes.

9. RENTAL EQUIPMENT: The Property may be equipped with certain rental equipment, such as a burglar alarm system, satellite dish, or water softening device. **Buyer** shall investigate with **Seller** whether **Seller** owns the equipment, the systems or rents the same. If not owned by **Seller**, the systems may not be transferred to **Buyer** without **Buyer** entering into a separate rental agreement with the rental company involved. **Seller** hereby disclosed to **Buyer** that the following items located at the premises are not owned by **Seller** but are rented:

10. AIRPORT NOISE: **Buyer** is informed that the Property may be situated in or near Air Force Plant 42, Edwards Air Force Base, Fox Field, or Palmdale Airport, each of which facilities produces some level of aircraft traffic with resulting noise and other environmental issues. **Buyer** is advised to make **Buyer's** own independent investigation of this during **Buyer's** physical inspection of the Property, if this is a matter of concern to **Buyer**.

11. LANDFILL DISCLOSURE: **Buyer** is informed that the Property may be situated in the vicinity of a landfill site. The two primary landfill sites in the Antelope Valley are the Antelope Valley Public Landfill I at 1200 West City Ranch Road, Palmdale and the Lancaster Landfill and Recycling Center at 600 East Avenue F, Lancaster. **Buyer** shall make **Buyer's** own investigation of the effect, if any, on the value and the **Buyer's** use and enjoyment of the Property resulting from the Property's proximity to the Antelope Valley landfill sites.

12. WASTE DISPOSAL SYSTEM: **Buyer** shall conduct **Buyer's** own independent investigation as to the type and adequacy of the waste disposal system for the Property. Broker makes no representation as to the existence and/or condition of the waste disposal system for the Property. **Seller** and **Buyer** should further note that the existence of a Sewer Permit does not guarantee that a property is connected to a sewer.

Buyer ___ / ___ Seller ___ / ___
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13. ROOF INSPECTION: Seller and Buyer are strongly urged to conduct an inspection of the roof of the Premises to reveal its present condition, past or current leaks and the approximate remaining life of the roof. While the inspection may be made by a professional home inspector, the parties are urged to obtain a roof inspection and a report by a licensed roofing contractor. Your licensed roofing contractor may be able to estimate the remaining useful life of the roof.

14. POOL INSPECTION: The parties are strongly urged to secure and inspection of the pool and a written report certifying its condition and the condition of the plumbing, pumps, electrical and other systems connected thereto. The parties are advised that the inspection should state the current condition of these items but may not indicate the remaining useful life of those items and related systems.

15. FUTURE DEVELOPMENT, LAND USE, NEIGHBORHOOD CONDITIONS: The Antelope Valley continues to grow and experience real property development. The impact of such growth and development may alter or affect Buyer's anticipated use and enjoyment may change the proximity of hospitals and fire protection services, may impair existing or anticipated views, and may affect neighborhood traffic and noise by the widening of streets, opening of cul-de-sac streets, and other means. It is recommended that Buyer investigate and familiarize himself or herself with the traffic patterns in the area of the Property, as well as the noise generated by such traffic. Buyer is further advised to investigate all such matters with appropriate government agencies. Buyer is advised to investigate the known and/or prospective implementation of development plans and projects in conjunction with Buyer's investigation of the Property.

16. REAL PROPERTY TAXES AFTER SALE: You may receive a tax bill after escrow that is based on the prior assessed value of your property. This tax bill is due and must be paid. California property tax law requires the Assessor to revalue real property at the time the ownership changes. However, the revaluation process may not be complete by the time of your receipt of the next tax bill. This tax bill may be based on the assessed value as it existed prior to the sale to you. The value may be greater than the purchase price you paid for the property. This will result in property taxes greater than the amount due when calculated on your purchase price. Your loan impound account may not be sufficient to pay this tax. To prevent a delinquency in your property taxes, the tax bill as presented must be paid directly to the Tax Collector. You then must seek relief directly from the County Assessor. You should file an appeal with the Assessor as soon as you receive the tax bill (if it is based on a value different from your purchase price). If the appeal is successful, you will receive a refund of any excess taxes paid. Real estate Brokers are not authorized to prepare assessment appeal applications. The buyer should seek legal and tax advice from the appropriate professionals.

17. RENTAL HOUSING LICENSE AND REGISTRATION: The Cities of Lancaster and Palmdale have enacted ordinances that require, among other things, that the owner or operator of residential rental property shall register the property with the appropriate city department, and/or secure a current rental housing business license. These ordinances provide for the inspection of the property, the payment of fees, and require that a Certificate of Inspection be secured and maintained for the property. Failure to comply with the ordinances can result in fines and other penalties. The ordinances may be reviewed on the City websites or secured at City Hall. Unincorporated areas are subject to statewide statutes and subject to County ordinances which may also require licensing, inspections and compliance.

“BUYER”

Date: _____

“SELLER”

Date: _____



SELLER'S DISCLOSURE OF THE EXISTENCE OF CONSTRUCTION DEFECT CLAIMS OR LITIGATION

(Form Revision 01/25/09)

Property Address _____, _____, CA _____

1. This additional disclosure is made by Seller(s) in connection with and as a part of and in addition to all other written disclosures made by Seller(s) as part of the sale of the above referenced property.
2. Many residential developments in the Antelope Valley have been subjected to claims and litigation arising out of the construction of the development after occupancy. The existence of such claims or litigation can be a material consideration of the Buyer(s) in the decision to purchase the property.

TO THE BEST OF SELLER(S) KNOWLEDGE:

(CHECK ALL BOXES WHICH APPLY)

- Seller(s) is/are **not** aware of any claims or litigation arising from construction defects in the development by any owner(s) currently being made against the developer or contractors of the development in which the subject property is located.
- Seller(s) **is** aware of any claims or litigation arising from construction defects in the development by any owner(s) currently being made against the developer or contractors of the development in which the subject property is located and **is** participating in such claim.
- Seller(s) **is** aware of any claims or litigation arising from construction defects in the development by any owner(s) currently being made against the developer or contractors of the development in which the subject property is located and **is not** participating in such claim.
- Claims or litigation that was pending have been resolved by settlement or judgment and are no longer pending. Any repairs which necessitated the claims have been made to the property.

3. If you checked b), c) or d) please provide the following information:
 - a. The date the claim was made:
 - b. The date the claim was resolved:
 - c. The title and case number if any action or litigation and where it was filed:
 - d. The name and address of the attorneys representing the Plaintiff(s) in any such litigation:

4. Please set forth any other information which you know about any past or pending claims:

The above information is true and correct to the best of my knowledge as of the date signed. I acknowledge that my Real Estate Agent / Broker is not conducting any investigation of the information.

Seller: _____ Seller: _____ Date: _____

Buyer: _____ Buyer: _____ Date: _____



Seller's Common Interest and HOA Disclosure

For Use on Properties Located in a Condominium or Planned Unit Development

Seller: _____
Property Address: _____
City: _____ State: _____ Zip: _____

Seller(s): Please complete the information below to the best of your knowledge:

1) Homeowners Association / Management Company – HOA #1

Community / Association Name: _____
Management Company Name: _____
Property Managers Name: _____
Mgmt. Company Mailing Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____

Current amount of the Homeowners Association Dues: \$ _____

Dues are paid: Monthly Quarterly Yearly

Homeowners Association / Management Company - HOA #2 (if Applicable)

Community / Association Name: _____
Management Company Name: _____
Property Managers Name: _____
Mgmt. Company Mailing Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____

Current amount of the Homeowners Association Dues HOA #2 \$ _____

Dues are paid: Monthly Quarterly Yearly

Note: Buyer is advised that the amount of the dues and any assessments are as of the date the Seller(s) completed this form. They may increase from their current amounts, and/or the HOA may implement special assessments in the future. Buyer should check with HOA Management and/or HOA Directors regarding current and future dues/assessments and should read the HOA documents carefully.

2) Are you aware of any pending or anticipated change in the HOA dues or a future special assessment in the development?

YES NO *If YES, see item 7 below*

3) Are any portion of the dues a special assessment?

YES NO Unknown *If YES, see item 7 below*

Seller(s) Initials () () Buyer(s) Initials () ()

Mgmt:

Reset Form



Property Address: _____

4) Have you ever been notified by the Homeowners Association of a violation on the property?

YES

NO

If YES, see item 7 below

5) Are you aware of any pending or proposed maintenance/repair projects that will affect the property or the common areas?

YES

NO

If YES, see item 7 below

6) Are you aware of any nuisances or other factors that affect the property or common areas?

YES

NO

If YES, see item 7 below

7) If the answer to questions 2 - 6 above was YES, please attach an Addendum to the Common Interest Disclosure and respond to each question. Please include copies of receipts or documents supporting any explanation for the Buyer(s) review.

(If checked) Attached is an addendum to the Common Interest Disclosure with the Seller's answers and explanations.

Buyer(s) and Seller(s) acknowledge receipt of this Common Interest Disclosure

Seller(s) acknowledge and represent that they have fully and truthfully filled out this and all other disclosure documents to the best of their knowledge. In addition, Seller(s) acknowledge that they did not rely upon either broker or their agents for any information regarding the filling out of this, or any other disclosure document, or the making, or omission, of any disclosure.

Seller Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Buyer(s) are advised that there may be issues that impact the Buyer(s) and the subject property relating to insurance; the existence of pending or future lawsuits; current or future assessments; and other matters that may impact Buyer(s) and/or the property. **Buyer(s) shall take all necessary steps to identify and evaluate any such issues.**

Buyer(s) are hereby advised to contact the Homeowners Association and/or Management Company regarding the information above and/or any other questions you may have regarding the property and/or the tract / development. The real estate companies and agents make no representations on these matters. Buyer(s) agree to hold the Brokers and Agents harmless with regard to Homeowners Association lawsuits.

I have received, read and acknowledge receipt of a copy of this information:

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

For Office Use Only

Reviewed by Broker & Designee: _____

Date: _____



Attachment # 1 to Seller's Common Interest and HOA Disclosure

Seller: _____
 Property Address: _____
 City: _____ State: _____ Zip _____

1) What parking facilities (Garage, Carport, Tandem Garage, Shared Garage, Other) does this property provide?

a) How many of each? Garage _____ Carport _____ Space #(s) _____ Tandem Garage _____
 Shared Garage _____ Other (Describe) _____

b) Are there any parking restrictions? YES NO Unknown
 If YES, please explain on a separate addendum

2) Is there a common Mailbox? YES NO

If YES, Mailbox Number? _____ How many keys do you have to the Mailbox? _____

3) Association Fee Includes:

- | | | |
|--|---|--|
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Gas | <input type="checkbox"/> Trash Paid |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Hot Water | <input type="checkbox"/> Water Paid |
| <input type="checkbox"/> Courtesy Patrol | <input type="checkbox"/> On Site | <input type="checkbox"/> Assoc. Utilities Paid |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Security Guard | <input type="checkbox"/> Water |

4) What common area facilities do the property, tract/development or Homeowners Association have?

(Check those that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Assoc. BBQ | <input type="checkbox"/> Assoc. Fee Incl Partial Utilities | <input type="checkbox"/> Assoc. Trash Paid |
| <input type="checkbox"/> Assoc. Clubhouse / Recreation Facility | <input type="checkbox"/> Assoc. Fee Incl Porter Services | <input type="checkbox"/> Assoc. Utilities Paid |
| <input type="checkbox"/> Assoc. Earthquake Insurance Paid | <input type="checkbox"/> Assoc. Fee Incl Rec Utilities | <input type="checkbox"/> Boat Ramp |
| <input type="checkbox"/> Assoc. Fee Includes Alarm System | <input type="checkbox"/> Assoc. Fee Incl Valet Parking | <input type="checkbox"/> Common RV Parking |
| <input type="checkbox"/> Assoc. Fee Includes Building Grounds | <input type="checkbox"/> Assoc. Fee Incl Water & Sewer | <input type="checkbox"/> Hot Water |
| <input type="checkbox"/> Assoc. Fee Includes Cable TV | <input type="checkbox"/> Assoc. Gym / Exercise Room | <input type="checkbox"/> Indoor Tennis Court(s) |
| <input type="checkbox"/> Assoc. Fee Includes Clubhouse | <input type="checkbox"/> Assoc. Insurance Paid | <input type="checkbox"/> Private & Assoc. Pool |
| <input type="checkbox"/> Assoc. Fee Includes Concierge | <input type="checkbox"/> Assoc. Maintenance Paid | <input type="checkbox"/> Private & Assoc. Spa |
| <input type="checkbox"/> Assoc. Fee Includes Courtesy Patrol | <input type="checkbox"/> Assoc. Pet Rules | <input type="checkbox"/> Riding/Stables |
| <input type="checkbox"/> Assoc. Fee Includes Courtesy Patrol | <input type="checkbox"/> Assoc. Pool | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Assoc. Fee Includes Electricity | <input type="checkbox"/> Assoc. Sauna | <input type="checkbox"/> Storage Area |
| <input type="checkbox"/> Assoc. Fee Includes Gas | <input type="checkbox"/> Assoc. Sport Court | <input type="checkbox"/> Water Paid |
| <input type="checkbox"/> Assoc. Fee Includes Limited Access | <input type="checkbox"/> Assoc. Tennis | |
| <input type="checkbox"/> Assoc. Fee Incl On Site Security Guard | | |

Other: _____

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

Seller Signature: _____ **Date:** _____

Seller Signature: _____ **Date:** _____

I have received, read and acknowledge receipt of a copy of this information:

Buyer Signature: _____ **Date:** _____

Buyer Signature: _____ **Date:** _____

Mgmt: _____

Residential Earthquake Hazards Report (2005 Edition)

NAME:	ASSESSOR'S PARCEL NO.:
STREET ADDRESS:	YEAR BUILT:
CITY AND COUNTY:	ZIP CODE:

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer **"Don't Know."** If your house does not have the feature, answer **"Doesn't Apply."** The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?					12
2. Is the house anchored or bolted to the foundation?					14
If the house has cripple walls:					
3. ● Are the exterior cripple walls braced?					16
● If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?					18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?					20
If the house is built on a hillside:					
5. ● Are the exterior tall foundation walls braced?					22
● Were the tail posts or columns either built to resist earthquakes or have they been strengthened?					22
6. If the exterior walls of the house, or part of them are made of unreinforced masonry, have they been strengthened?					24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?					26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults?)	<i>To be reported on the Natural Hazards Disclosure Report</i>				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding?)					36

If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY:

 (Seller) (Seller) (Date)

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house

 (Buyer) (Buyer) (Date)

This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.

**ACKNOWLEDGEMENT OF RECEIPT OF THE
"HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY
& ENVIRONMENTAL HAZARDS" BOOKLET**

(Form Revision 01/25/09)

TO WHOM IT MAY CONCERN

Property Address _____,

City _____, CA _____

I have received a copy of the following booklet from the Broker(s) in this transaction: "Homeowner's Guide to Earthquake Safety & Environmental Hazards" which combines "The Homeowner's Guide to Earthquake Safety" including natural gas safety updates and "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold update, "Protect Your Family From Lead in Your Home".

Date: _____	Time: _____
Seller: _____	_____
	Print Name
Seller: _____	_____
	Print Name
Broker: _____	
Listing Agent: _____	_____
	Print Name

Date: _____	Time: _____
Buyer: _____	_____
	Print Name
Buyer: _____	_____
	Print Name
Broker: _____	
Selling Agent: _____	_____
	Print Name

NOTE: This is a receipt for the combined "The Homeowner's Guide to Earthquake Safety & Environmental Hazards" which includes the Federal "Protect Your Family From Lead" booklet, and Chapter VII, Mold (added per SB 732, 2001). For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based Hazards Addendum, Disclosure, and Acknowledgement).