

# KELLER WILLIAMS EXCLUSIVE PROPERTIES 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".

**Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller/Buyer and Broker. See attached Broker Compensation Advisory (C.A.R form BCA)**

- Short Sale Disclosure: IMPORTANT NOTICE:** Keller Williams Exclusive Properties 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.
- 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.
- Boeing Rocketdyne Santa Susana Facility:** A testing facility is in the Santa Susana Mountains between Chatsworth and Simi Valley, California. The U.S. Department of Energy has indicated radioactive materials, and industrial solvents are present on this site, which is in the process of cleanup. A 1997 study report indicates workers exposed to radiation at the Rocketdyne facility might be at an increased health risk and a lawsuit has been filed alleging 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.
- City of Thousand Oaks Tree Protection:** In 1970, the Thousand Oaks City Council adopted an ordinance protecting all oak trees from indiscriminate removal. In doing so, the ordinance requires that property owners apply for and obtain a permit with the city before any oak tree can be removed or pruned. Keller Williams Exclusive Properties makes no representation as to the viability of the oak trees or the ability to remove or trim. More information may be obtained at 805-449-2323 or email [CommunityDevelopment@tooaks.org](mailto:CommunityDevelopment@tooaks.org).
- Escrow Processing 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 regarding all plans based on the exact closing date. The parties should consult with an attorney regarding the effect of closing dates and extensions. Electronic funds transfers to Escrow MUST be in the form of a wire transfer completed by a bank employee. Escrow Holder is not allowed to accept ACH (Automated Clearing House) transfers from any party to the transaction, including Third Party Deposits.
- File Archiving Fee:** In consideration of Broker's assistance in the preparation and handling of the required compliance documents, Buyer and/or Seller represented by Keller Williams Exclusive Properties authorizes escrow to pay the broker the fee of \$325.00 at the close of escrow. 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. If the transaction is not consummated, you will not be charged this fee. Buyer/Seller acknowledge(s) that in addition to the above, third-party information providers and/or governmental agencies may require additional fees and costs.
- Fireplace Inspection:** Buyer is advised that some properties have fireplace, 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.
- 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 regarding 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.
- High Winds Disclosure:** Buyer is aware that certain area 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

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

Buyer's Initials (\_\_\_\_\_/\_\_\_\_\_)

Seller's Initials (\_\_\_\_\_/\_\_\_\_\_)

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Property known as: \_\_\_\_\_

- 10. **Hillside Ordinances:** Buyer is aware 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.
- 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.
- 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. **Parking, R.V. and/or Truck/Trailer Parking, Street or On-Premises, Existing or Potential Accommodations:** Code requirements for parking in streets, and R.V. or truck parking vary from governmental jurisdiction to jurisdiction and are further controlled by Homeowners Association or addressed in CC&R's. Permission for parking may depend not only on space on lot, but also on size and/or other characteristics of R.V. vehicles, trailers and/or trucks. If this is a concern to Buyer, Buyer should check the controlling governmental entity to determine if Buyer's vehicle can be legally parked on the property.
- 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) makes 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 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. **Records and Inspection Reports:** Certain cities, including Thousand Oaks, Oxnard and Pt. Hueneme, 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.
- 17. **Related Services:** Buyer and Seller acknowledge that although Broker may suggest firms dealing with related services such as escrow, financing/lender, title insurance, pest control, physical and geological inspections, home protection plans, etc., the selection shall be at the sole discretion of the Buyer and Seller. Broker assumes no responsibility for performance of those firms suggested. It is mutually agreed and understood that Buyer has made their own independent investigation of available services and is in no way relying on the recommendation of Broker regarding the services they ultimately accept.
- 18. **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 to be satisfied as to any potential affects to the property.
- 19. **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) serving the property might not be determined until the time of enrollment. Buyer is advised to contact the local school district for more information.
- 20. **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.
- 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. **Affiliated Services:** Buyer and Seller are hereby notified that Keller Williams Realty has its own escrow (Keller Williams Escrow, Exclusive Properties Escrow), and because of this relationship there may be referrals between or among them.
- 23. **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. Initial only if waiving inspections: Buyer's Initials (\_\_\_\_\_/\_\_\_\_\_)**

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

Buyer's Initials (\_\_\_\_\_/\_\_\_\_\_)

Seller's Initials (\_\_\_\_\_/\_\_\_\_\_)

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**CITY OF THOUSAND OAKS ONLY**

**City of Thousand Oaks Records Search Report and City Inspection Report:** As of June 2, 2023, residential building records are no longer required for the sale or exchange of a residential property. Though providing the reports will no longer be mandatory per TOMC (Thousand Oaks Municipal Code) records will remain available for the public by utilizing the search function on TO/24. The City of Thousand Oaks (City) has historically required a City Permit Record Search for all residential real estate transactions, in addition to payment of a fee for each report. The City has recently transitioned to a new online report system. Since the online system has no fee, your Local Government Relations Committee (LGR) is happy to announce we have worked with the City to officially remove the previous requirement that this report be included in every residential transaction. Since it provides useful information to a buyer, you may wish to continue providing this report; however, the City has removed the requirement to provide the report & the previously-required fee.

**LOS ANGELES COUNTY ONLY**

1. **Valley Transit Project:** Property may be situated in or near one of the areas in which Metropolitan Transit Authority (MTA) is contemplating the location of a public transportation line. Seller and Brokers are unable to advise Buyer regarding the locations of the transit system already approved or those extensions of the system still being studied. Any such line could adversely or beneficially affect the value or the desirability of Property. Buyer is advised that, because 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 [www.mta.net](http://www.mta.net).
2. **Water Improvement:** Los Angeles Dept. of Water and Power (DWP) is reviewing various improvement projects including water quality, water resources, infrastructure improvements, and business support activities. For more information, Buyer is advised to contact the DWP at (213) 367-4187 or [www.LADWP.com](http://www.LADWP.com).
3. **Rent Control:** Buyer has been informed that Los Angeles City is subject to a rent control ordinance. Currently, all single-family residence is exempt from this ordinance. In addition, multi-units including townhomes and condominiums where the original Certificate of Occupancy was issued after October 1, 1979, are exempt. Buyer’s ability to increase rent, evict tenants, and other related matters may be restricted by said ordinance. Buyer may also be required to pay monetary relocation assistance to tenants who are evicted by Buyer for any reason. This relocation assistance may amount to several thousand dollars based upon the category of the tenant involved. Broker strongly recommends Buyer contact the City of Los Angeles Housing Department at 866-557-7368 or [www.dca.lacounty.gov](http://www.dca.lacounty.gov) to determine the effect of the local ordinance on subject property. If the property is located outside the City of Los Angeles, Buyer is advised to check with the appropriate government entity to determine the existence of any Rent Control Ordinance.

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

Buyer’s Initials (\_\_\_\_\_/\_\_\_\_\_)

Seller’s Initials (\_\_\_\_\_/\_\_\_\_\_)

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Property known as: \_\_\_\_\_

**CITY OF LOS ANGELES ONLY**

- 1. **Report of Residential Property Records and Pending Special Assessment Liens:** If property is residential and is 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:**
  - a) **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.
  - b) **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 the City of L.A. Ordinance No. 161.136. Seller shall pay for the cost to bring property into conformance with this law prior to the close of escrow and shall be permitted to use a safety film approved by the City of Los Angeles in lieu of replacing the glass with tempered glass.
  - c) **Gas Shut-Off Valve Ordinance:** City of L.A. Ordinance 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 direct to City of L.A. at (213) 977-6134.
  - d) **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 follows the applicable local ordinance regarding installation of smoke detectors and water heater bracing, anchoring or strapping. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have batter 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.

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

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

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