MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM

(C.A.R. Form MH-PA, Revised 6/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other: _____ ("Agreement"), dated _____, on property known as ***7126 San Luis #121, Carlsbad, CA 92011*** ("Property"), in which ***Jason Gentile, Carolyn Gentile*** is referred to as ("Seller") and _____ is referred to as ("Buyer"). This addendum is to be used for the purchase of any manufactured home or mobile home ("Manufactured Home"). Buyer and Seller are referred to as the "Parties."

1. TYPE OF MANUFACTURED HOME: (Check the applicable box below: paragraphs A1, A2 or B.)(Check ONLY one box.)

A. PERSONAL PROPERTY MANUFACTURED HOME:

(1) ☒ **A Manufactured Home On Leased Or Rented Land** (complete paragraph 2).
Space Number ***121*** Park Name ***Lakeshore Gardens***
Park Address ***7201 Avenida Encinas*** City ***Carlsbad*** County ***San Diego***, CA Zip ***92011***

OR (2) ☐ **A Manufactured Home To Be Sold with Real Property** (complete paragraph 2).
Real Property Situated in City _____ County _____, CA Zip _____
Assessor's Parcel No. _____
PURCHASE PRICE ALLOCATED AS FOLLOWS:
Manufactured Home $ _____
Real Property $ _____

OR B. ☐ **A REAL PROPERTY MANUFACTURED HOME** situated in (also complete applicable parts of paragraph 2):
City _____ County _____, CA Zip _____ Assessor's Parcel No. _____
A real property manufactured home is one that meets the following requirements:
(i) A building permit is obtained from local authorities pursuant to Health and Safety Code § 18551; **(ii)** the manufactured home is affixed to a foundation pursuant to Health and Safety Code § 18551; **(iii)** a certificate of occupancy is issued by local authorities; and **(iv)** there is recordation with the local authorities of a form pursuant to Health and Safety Code § 18551.

2. ADDITIONAL DESCRIPTION:
Manufacturer's Name ***International Mobile Homes*** Model ***unknown*** Date Of Manufacture ***01/01/1972***
Date Of First Sale ***06/19/1973***
Property is: ☐ On Local Property Tax Roll or ☒ Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless **(i)** Property has been converted to real property and title and registration surrendered to HCD or **(ii)** otherwise specified in writing.
Approximate Width ***24*** Approximate Length ***60*** (Without Hitch) Expando Size ***n/a***
HCD/HUD License/Decal Number: ***AAH3385***
SERIAL NUMBERS: 1. ***4005XX*** 2. ***405XXU*** 3. ***n/a***
HCD/HUD Label/Insignia: 1. ***61642*** 2. ***61643*** 3. ***n/a***

3. ADDITIONAL SELLER FINANCING TERMS: The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: **(i)** a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/Landlord/Homeowners' Association (HOA) and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; **(ii)** a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and **(iii)** a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.

4. ASSUMPTION: IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

5. CAUTION: **Obligations secured by mixed collateral (i.e; both personal and real property) are subject to complex rules and court decisions under the Civil Code, Commercial Code, and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of such obligations.**

6. ADDITIONAL ALLOCATION OF COSTS (if both is checked, costs to be split equally unless Otherwise Agreed):
A. HCD fees for providing registration and title documents: Paid by ☐ Buyer ☒ Seller ☐ Both _____
B. Use Tax charged at the point of sale: Paid by ☒ Buyer ☐ Seller ☐ Both _____

7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: Within the time specified for Delivery of Documents in the Agreement to which this Addendum is attached, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:
A. REAL PROPERTY MANUFACTURED HOME: Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.

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B. **ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: **(i)** whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295); **(ii)** whether the Property is in, or adjacent to, and area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6); **(iii)** the presence of endangered, threatened, "candidate" species or wetlands on the Property; **(iv)** any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.

C. **SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing and property maintenance of any smoke alarm.

D. **MANUFACTURED HOME AND MOBILE HOME TRANSFER DISCLOSURE STATEMENT:** As applicable, all references to the Real Estate Transfer Disclosure Statement (TDS) in the Agreement to which this Addendum is attached, shall be read as, and shall mean, the Manufactured Home and Mobile Home: Transfer Disclosure Statement (MHTDS).

8. **RESIDENCY APPLICATION AND PARK RULES FOR PROPERTY LOCATED ON LEASED OR RENTED LAND:**

A. Buyer's approval of the lease or rental agreement is a contingency of the Agreement. Within the time specified in the Agreement for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park rules and regulation, whichever occurs last, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.

B. Buyer shall, within **5 (or ____) Days** after Acceptance, submit a completed residency application, and other required information, to Park/Landlord/HOA.

C. Buyer obtaining residency approval is a contingency of the Agreement in favor of Buyer. Such approval shall be obtained **5 (or _____) Days** prior to Close Of Escrow. If approval is not obtained prior to this time, Buyer may cancel the Agreement. If Buyer removes this contingency without first having obtained park approval, and the park rejects the Buyer's residency application, Buyer understands that Buyer may be contractually obligated to complete the purchase even though Buyer may be required to remove the home from the park.

9. **PARK CONDITIONS FOR CLOSING:** If completion of repairs or improvements are required by the Park pursuant to Civil Code § 798.73.5 as a condition for closing and approval of the sale to Buyer, then further written agreement between Buyer and Seller regarding the payment of the costs of such repairs or improvements is required. If agreement is not reached within the time for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park conditions for closing, whichever occurs later, then either Party may cancel this Agreement.

10. **SELLER ASSIGNMENT OR SUBLET:** Seller is not assigning or subletting the space the manufactured home occupies in its present location.

11. **CAUTION; OCCUPANCY AND CONDITION OF PROPERTY:**

A. Notwithstanding that the Agreement to which this Addendum is attached may provide that the Property is sold "AS IS", Buyer and Seller acknowledge that: **(i)** Sellers not using a licensed real estate agent or a licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974; and **(ii)** the licensed real estate agent or manufactured home dealer, if any, must conduct a reasonably competent and diligent visual inspection of the home and disclose material facts that such an investigation would reveal.

B. **OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME:** Even though a manufactured home or mobilehome may be sold in its present physical condition, the Mobilehome Parks Act (Health and Safety Code §§ 18200 through 18700) prohibits the occupancy of a manufactured home or mobilehome wherever located not meeting certain standards. Those standards are set forth in Health and Safety Code § 18550 as follows:
"It is unlawful for any person to use or cause, or permit to be used for occupancy, any of the following manufactured homes or mobilehomes wherever the manufactured homes or mobilehomes are located...:
(1) Any manufactured home or mobilehome, supplied with fuel, gas, water, electricity, or sewage connections unless the connections and installations conform to regulations of the department.
(2) Any manufactured home or mobilehome that is permanently attached with underpinning or foundation to the ground, except for a manufactured home or mobilehome bearing a department insignia or federal label, that is installed in accordance with this part.
(3) Any manufactured home or mobilehome that does not conform to the registration requirements of the department.
(4) Any manufactured home, mobilehome in an unsafe or unsanitary condition.
(5) Any manufactured home, mobilehome that is structurally unsound and does not protect it occupants against the elements."

C. **BROKER RECOMMENDATION: Broker recommends Buyer obtain an inspection to determine if the Property is in compliance with the above requirements. Broker does not have expertise in this area.**

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Manufactured or Mobile Home Purchase Addendum.

Buyer X_____ Date _____

Buyer _____ Date _____

Seller X_____ ***Jason Gentile*** Date _____

Seller X_____ ***Carolyn Gentile*** Date _____

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