

### MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM

(C.A.R. Form MH-PA, Revised 6/23)

	ed	owing terms and conditions are here				C C	("Agreement"),
			15420 OI Robbio Brothoro	de Highway 80 i	#26, El Cajon, C/	<u>A 92021</u>	( Property ),
and			Bobbie Brothers				ed to as ("Buyer").
This	ado	lendum is to be used for the purchase o to as the "Parties."	f any manufactured I				
1.	TYF	PE OF MANUFACTURED HOME: (Che	ck the applicable boy	below: paragrap	hs A1, A2 or B.)(	Check ONLY o	ne box.)
	Α.	PERSONAL PROPERTY MANUFACT	URED HOME:	1 0 1			,
		(1) A Manufactured Home On Leas	sed Or Rented Land	l (complete parag	jraph 2).		
		Space Number Park Name	e				
		Space Number Park Name Park Address (2) <b>A Manufactured Home To Be S</b>	City		County	, C/	A Zip
	OR		old with Real Prope	<b>erty</b> (complete pa	iragraph 2).		
		Real Property Situated in	City		County	, CA	A Zip
		Assessor's Parcel No.					
		Manufactured Home \$					
∩₽	В.	Real Property \$		Lin (also complet	o opplicable parts	c of paragraph	<b>2</b> ).
UR	Б.	City <u>El Cajon</u> County S					
		A real property manufactured home is o	one that meets the fo	_, CA Zip <u>92021</u> Ilowing requirem	Assessor s	- 1 alcel No. <u>390</u>	0-042-49-20
		(i) A building permit is obtained from lo				8551 <sup>.</sup> (ii) the m	anufactured home
		is affixed to a foundation pursuant to					
		authorities; and (iv) there is recordation					
2.	ADI	DITIONAL DESCRIPTION:				<b>,</b>	
		nufacturer's Name Cavco Homes	Model	CLE-4824B	Date Of	Manufacture	9/2/2004
		e Of First Sale				-	
	Pro	perty is: 🗶 On Local Property Tax Roll	or 🗌 Annual Registi	ation and in Lieu	u Tax, (sale/use t	ax may apply).	Property shall be
	regi	stered with the Department of Housin	g and Community I	Development ("H	CD"), which mu	st be notified	upon sale, unless
	(i) F	Property has been converted to real prop					
		Approximate Width 24	Approximate Lengt	h <u>48</u>	(Without Hitch)	Expando Size	Э
		HCD/HUD License/Decal Number:				_	
		SERIAL NUMBERS: 1.		_2		_3	
		HCD/HUD Label/Insignia: 1.	ARZ285983	2. <u>AR</u>	2285984	3.	
3.		DITIONAL SELLER FINANCING TERM					
		ne extended by Seller under this Agree					
		implement the following additional term					
		ered into between Buyer and Park Ow					
		difications to the rental/lease agreement					
4.		ten 30-day notice prior to relocating the ermanent foundation system or otherwis					
		personal property, without Seller's prior v			lanu in any way		its legal character
		SUMPTION: IF THIS IS AN ASSUMP		CAL VET LOAN	THE SALE IS	CONTINGEN.	T UPON SELLER
		CEIVING A RELEASE OF LIABILITY AN			•		
5.		UTION: Obligations secured by mixed		,			
		irt decisions under the Civil Code,					
		tioned to consult legal counsel in co					<b>3</b> ,
6.		DITIONAL ALLOCATION OF COSTS (i					
		HCD fees for providing registration and				<b>c</b> ,	
		Use Tax charged at the point of sale:		Paid by Buyer			
7.		LER DOCUMENTATION AND ADDI		• _ • •		n Delivery of	Documents in the
		eement to which this Addendum is attac					
	•	rmation:		vor to Dayor, in v	mang, are renown		
		REAL PROPERTY MANUFACTURED	HOME: Manufactur	ed homes, even	when converted t	o real property	. must comply with
		HCD permit and approval requirement					
		repairs done without HCD permits or ap			,		,
രാ∩	23 C	alifornia Association of REALTORS®, Inc.					
			la Initiala		Collorio Initiala		EQUAL HOUSING
	- <b>F</b> A	REVISED 6/23 (PAGE 1 OF 2) Buyer	's Initials /		Seller's Initials	L /	OPPORTUNITY

#### MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM (MH-PA PAGE 1 OF 2)

 Gecko Realty, 437 Hillsmont Place El Cajon CA 92020
 Phone: 6199772262
 Fax:

 Robert Boerner
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
 www.lwolf.com

- 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 <u>15</u>) 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."

# 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	Date
Buyer	Date
Seller X	Bobbie Brothers Date
Seller	Date

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:

REAL ESTATE BUSINESS SERVICES. LLC.

a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®

525 South Virgil Avenue, Los Angeles, California 90020

## MH-PA REVISED 6/23 (PAGE 2 OF 2)

MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM (MH-PA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Bobbie - 1542