



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. 1 (C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other _____, dated _____, on property known as 45453 13th Street West

Lancaster, CA 93534 ("Property/Premises"), in which _____ is referred to as ("Buyer/Tenant") and Lisa Cozzolino, Administrator is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

- 1. The property is being sold "as is" with no representation of warranties implied or expressed made by Seller or Seller's agents and /or representatives except for the AVID by seller's agent.
2. With acceptance Buyer shall provide seller with a deposit equal to 10% of purchase price in the form of cashier's check in the amount of \$
3. Buyer's exact vesting shall be as follows (including marital status along with type of ownership)
4. Structural pest control and repair work is not a condition of this sale. If Buyer elects to make repairs, the same shall be completed at Buyer's expense after close of escrow.
5. All retrofitting required prior to Close of Escrow by any local ordinance or state law shall be at the Buyer's expense.
6. If buyer elects to purchase a home protection plan or warranty it shall be at Buyer's expense with coverage and company to be selected by Buyer.
7. The Title company to be Chicago Title, Steve Summers. The escrow company to be Inter Valley Escrow, Erik Okland .
8. This is probate sale and notice of proposed action is required. If any heir objects to the notice of proposed action then court confirmation will be required. If no heir objects to the notice of proposed action then court confirmation will not be required.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord [Signature: Lisa Cozzolino, Administrator] Date 09/25/2024
Lisa Cozzolino, Administrator

Seller/Landlord _____ Date _____

© 2021, 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® (C.A.R.). 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



ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



PROBATE LISTING ADDENDUM AND ADVISORY

(C.A.R. Form PLA, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Listing Agreement, OR Other ("Listing"),

dated 09/25/2024, on property known as 45453 13th Street West, Lancaster, CA 93534

in which Lisa Cozzolino, Administrator is referred to as ("Seller")

and Re/Max Tri-City Realty is referred to as ("Broker").

1. The Property is part of a probate estate or, if checked conservatorship guardianship receivership other
2. The Listing Period shall be the shorter of 90 Days or the length of time specified in the Listing.
3. Court confirmation of the sale is required (limited authority), may be required (full authority).
4. Information about this listing will NOT be provided to the MLS specified in the Listing.
5. Compensation specified to Broker and, if applicable, any buyer's broker is subject to any restrictions imposed by the California Probate Code and the determination of the court.
6. The Dispute Resolution paragraph is deleted in its entirety. If the property is under Independent Administration of Estates Act (IAEA) and the Parties are attempting to modify the Agreement to include any of these provisions, the Parties are advised to seek the counsel of a qualified California probate attorney before adding any such provision.
7. The Probate Advisory (C.A.R. Form PA) is attached to this Agreement.
8. Notwithstanding any term in the Listing to the contrary: Seller warrants that title to the Property is as follows:
Estate of Donald Robert Borchers - Case # 23STPB03961

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Seller  Lisa Cozzolino, Administrator Date 09/25/2024

Seller _____ Date _____

Real Estate Broker (Listing Firm) Re/Max Tri City Realty DRE Lic. # 01038441

By  Sonia E. Amin DRE Lic. # 01044322 Date 09/23/2024

© 2024, 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®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®



PLA REVISED 7/24 (PAGE 1 OF 1)

PROBATE LISTING ADDENDUM AND ADVISORY (PLA PAGE 1 OF 1)



PROBATE ADVISORY
Properties sold under authority of the Probate Code
(Can include conservatorships, guardianships, and receiverships)
(C.A.R. Form PA, Revised 12/21)

45453 13th Street West

The sale of the Property described as (address) Lancaster, CA 93534, pursuant to the attached Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) or Probate Listing Addendum (C.A.R. Form PLA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, conservatorship, guardianship or receivership. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

- TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
- Earthquake Guides:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
- Smoke Detectors:** The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
- Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
- Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
- Lead-based Paint:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- Carbon Monoxide Devices:** The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- Megan's Law Data Base Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
- Notice Regarding Gas And Hazardous Liquid Transmission Pipelines:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agent does not have expertise in this area.)

Buyer's Initials _____ / _____ Seller's Initials CC _____ / _____

© 2021, California Association of REALTORS® Inc.

PA REVISED 12/21 (PAGE 1 OF 2)



PROBATE ADVISORY (PA PAGE 1 OF 2)

Property Address: **45453 13th Street West, Lancaster, CA 93534**

Date: **September 25, 2024**

8. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

9. Brokers:

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.


4. Court Jurisdiction and Authority:

A. Court Confirmation/Independent Authority:

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

- B. Liquidated Damages:** Probate courts are not bound by independent agreements to liquidate damages and limit the applicability of a buyer's deposit if buyer defaults. Liquidated damage clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
- C. Mediation:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Mediation shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).
- D. Arbitration of Disputes:** Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Arbitration clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	 _____	Lisa Cozzolino, Administrator	Date 09/25/2024
Seller	_____	Date	_____

© 2021, 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

PA REVISED 12/21 (PAGE 2 OF 2)

PROBATE ADVISORY (PA PAGE 2 OF 2)

