

**A REGULAR MEETING OF THE  
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO**

TO BE HELD TELEPHONICALLY  
February 8, 2022 AT 3:00 P.M.

Zoom Meeting – Board of Commissioners will be forwarded instructions  
Members of the public may call:  
Call In Number (669) 900-6833  
Meeting ID: 854 1865 6828  
Password: 150726

This meeting is being held in accordance with the Brown Act as currently in effect and will take place in accordance with Government Code section 54953(e) et seq. (AB 361), which allows attendance by the Board of Commissioners, Housing Authority staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to participate should call in using the teleconference information stated above. In addition to providing public comments using the above teleconference information, public comments, limited to 250 words or less, may also be submitted via web at <https://hacsb.com/board-of-commissioners/> and/or via email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com) and will be read into the record, limited to 3 minutes per comment. Some comments may not be read due to time limitations.

**AGENDA**

**PUBLIC SESSION**

- 1) Call to Order and Roll Call
- 2) Additions or deletions to the agenda
- 3) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board. To make a comment on a specific agenda item, you may do so during the meeting online or, alternatively, please submit your comments via email or online by 1:00 p.m. on the Tuesday of the Board meeting. Comments should be limited to 250 words or less Please submit your comments via web at <https://hacsb.com/board-of-commissioners/> and email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com). Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

## **CLOSED SESSION**

- 4) **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to Gov't Code Section 54957.6:  
HACSB designated negotiator/representative: Jennifer Dawson, Director of Human Resources  
Employee organization: Teamsters Local 1932

## **DISCUSSION CALENDAR**

(Public comment is available for each item on the discussion calendar)

- 5) Receive the Executive Director's Report for February 8, 2022.  
(Page 1)
- 6) Receive the board building presentation for February 8, 2022, an overview of the Valencia Grove redevelopment project.  
(Page 2)
- 7) Receive update from staff on Emergency Housing Vouchers implementation.  
(Page 3-4)
- 8) Adopt Resolution No. 134 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of February 14, 2022 through March 15, 2022.  
(Pages 5-9)
- 9) Adopt Resolution No. 135 approving revisions to the Admissions and Continued Occupancy Plan governing the Housing Authority of the County of San Bernardino's public housing program.  
(Pages 10-14)
- 10) 1 – Approve a grant of easement and right of way to Southwest Gas Corporation, to use and maintain underground natural gas supply system on real property owned by the Housing Authority of the County of San Bernardino, at 8956 G Avenue in the City of Hesperia.
- 2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.  
(Pages 15-27)
- 11) Acting as the Housing Successor Agency for the former Redevelopment Agency for the City of Redlands:  
1 – Exercising the Housing Successor Agency's right of First Refusal pursuant to section 8.4 of the Declaration of Covenants, Conditions and Restrictions recorded for 934 Barbra Lane, Redlands, CA 92374, to purchase the property for the amount of \$450,000.
- 2 – Direct the Executive Director of the Housing Authority of the County of San Bernardino, in consultation with Legal Counsel, to execute the Purchase and Sales Agreement and all ancillary documents required to close the purchase of 934 Barbra Lane, Redlands, CA 92374 and to transmit and record all documents as necessary with

the San Bernardino County Recorder within 30 days of execution.  
(Pages 28-73)

## **CONSENT CALENDAR**

### APPROVAL OF CONSENT ITEMS: # 12 - 14

- 12) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on January 11, 2022.  
(Pages 74-79)
- 13) Approve and file Agency-wide Financial Statements through October 2021.  
(Pages 80-82)
- 14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of November 2021.  
(Pages 83-87)
- 15) Individual Board member Comments
- 16) Strategic Planning Workshop  
Conduct Strategic Planning Workshop
- 17) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public hearing.

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Cynthia Robinson at (909) 890-5388 at least 48 hours prior to the meeting to inform us of your particular needs.

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**February 8, 2022**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Executive Director's Report for February 8, 2022

**RECOMMENDATION(S)**

Receive the Executive Director's Report for February 8, 2022.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**FINANCIAL IMPACT**

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

**BACKGROUND INFORMATION**

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the United States Department of Housing and Urban Development.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**February 8, 2022**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Board Building Presentation for February 8, 2022

**RECOMMENDATION(S)**

Receive the board building presentation for February 8, 2022, an overview of the Valencia Grove redevelopment project.

(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

**BACKGROUND INFORMATION**

Per the U.S. Department of Housing and Urban Development's (HUD) Commissioner Lead the Way Training, board building is required to provide the Board of Commissioners with information regarding ongoing initiatives of HACSB's strategic plan, Moving to Work (MTW) activities, overall agency updates, as well as other initiatives federally regulated by HUD.

This month's board building presentation will include an overview of the Valencia Grove redevelopment project.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**February 8, 2022**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**Emergency Housing Vouchers Update**

## **RECOMMENDATION(S)**

Receive update from staff on Emergency Housing Vouchers implementation.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB has secured the resources needed for accomplishing its mission.  
HACSB communication is open, honest and consistent.**

## **FINANCIAL IMPACT**

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as this is a monthly informational update.

## **BACKGROUND INFORMATION**

On September 14, 2021 (Item No. 8) the Board of Commissioners (Board) awarded a contract to Brilliant Corners for housing navigation services for HACSB's Emergency Housing Voucher (EHV) program in the amount of \$4,323,517. The contract is funded in part by supportive services fees received by HACSB from the U.S. Department of Housing and Urban Development (HUD) and the Emergency Solutions Grant (ESG) funds awarded by the County of San Bernardino. In conjunction with the approval of the contract, the Board requested monthly updates on the performance of the housing navigation process. This item is part of the continuing reports as requested by the Board and as such this report will focus on data and other implementation related items. As the EHV program progresses and Brilliant Corners is further utilized, more information on the performance of the contract will be presented.

The EHV program launched on October 4, 2021 for HACSB to start receiving referrals. We are happy to share that the first four families have been housed. We continue to receive referrals and a waiting list has now been started as to not over obligate the program. A breakdown of the referrals received as of January 28<sup>th</sup> is as follows:

<b>Coordinated Entry System (CES)</b>	<b>Victim Service Providers (VSP)</b>	<b>Total submission to Date</b>	<b>Referred for Housing Search/Navigation</b>	<b>Housed</b>
467	65	532	129	4

The data in the table represents about 19 weeks since the program was launched. As such, the rate of referrals is very favorable and HACSB is pleased with the progress of the program thus far. These referrals have to be made eligible for a voucher by HACSB staff and incomplete applications continue to be a challenge. HACSB is working with the County of San Bernardino to provide financial resources to referring partners so that more complete applications can be received. Brilliant Corners is currently working with 129 families and the organization continues to secure units for the program, primarily in the city of San Bernardino. However, several families continue to decline these units because they want to be in a different area such as the west side of the county or the high desert. In a recent case conferencing meeting between the County's Department of Behavioral Health (DBH) and Brilliant Corners, HACSB staff was made aware that the majority of clients referred by DBH were offered a unit secured by Brilliant Corners, but they are either turning down units or are non-responsive. There seems to be a lack of urgency among these voucher holders and we are concerned about their vouchers expiring. HACSB has contacted DBH to further reach out to these families to convey a sense of urgency for their voucher status as to avoid their voucher from expiring. Brilliant Corners will continue to work with these families to assist them in locating a home.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on February 3, 2022.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**February 8, 2022**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**AB361 Brown Act Remote Meetings During a State of Emergency**

## **RECOMMENDATION(S)**

Adopt Resolution No. 134 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of February 14, 2022 through March 15, 2022.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

## **FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

## **BACKGROUND INFORMATION**

On March 4, 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus including modification of certain requirements created by the Ralph M. Brown Act (Brown Act), the state's local agency public meetings law. The orders waived several requirements, including requirements in the Brown Act requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting, of which allowed teleconferencing of the meeting coupled with proper noticing to the public.

On March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic of which Government Code section 54953(e) *et seq.* further requires state or local officials have imposed or recommended measures to promote social distancing; or the legislative body of HACSB finds that meeting in person would present imminent risk to the health and safety of attendees.

On October 12, 2021, the Board adopted Resolution No. 125 (Item No. 10) authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the initial period of October 12, 2021 through November 11, 2021.

On November 9, 2021, the Board adopted Resolution No. 127 (Item No. 7) re-authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of November 12, 2021 through December 12, 2021.

On December 14, 2021, the Board adopted Resolution No. 129 (Item No.2) authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of December 14, 2021 through January 13, 2022.

On January 11, 2022, the Board adopted Resolution No. 132 (Item No. 8) authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of January 14, 2022 through February 13, 2022.

At this time, due to a variety of factors related to the circumstances of the State of Emergency, including the County of San Bernardino's community transmission metric of "high" per the Centers for Disease Control and Prevention (CDC), the highly contagious Delta variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, it is recommended that the HACSB Board of Commissioners meetings continue to be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e), as meeting in person would present an imminent risk to the health or safety of meeting attendees due to the aforementioned reasons.

Approval of this item finds that, as a consequence of the State of Emergency, the HACSB Board of Commissioners (Board) meetings shall be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.* and will allow for observation and participation by the Board Members and the public via Zoom teleconferencing and phone access through March 15, 2022.

In order to be prepared for the transition to full in person meetings in the future, we will continue work on making changes to both meeting rooms to transmit the board meetings to the training room in HACSB's administrative office, which would accommodate any overflow from the board room in order to maintain social distancing within both spaces.

If approved, this authorization will remain valid for an additional 30 days and per Government Code section 54953(e) and will need to be revisited every 30 days thereafter.

#### **PROCUREMENT**

Not applicable.

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

## HOUSING AUTHORITY RESOLUTION NO. 2022-134

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO ACKNOWLEDGING THE GOVERNOR'S STATE OF EMERGENCY DECLARATION AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF COMMISSIONERS, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, FOR THE PERIOD OF FEBRUARY 14, 2022, THROUGH MARCH 15, 2022**

### RECITALS

**WHEREAS**, the Housing Authority of the County of San Bernardino (Authority) is committed to preserving and nurturing public access, transparency, observation, and participation in meetings of the Board of Commissioners (Board); and

**WHEREAS**, all meetings of the Board are open and public, as required by the Ralph M. Brown Act, codified in Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the Board and conduct its business; and

**WHEREAS**, the Brown Act, as amended by Assembly Bill 361 (2021), codified in Government Code sections 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3) regarding teleconferencing, subject to the existence of certain conditions; and

**WHEREAS**, the initial required condition is that a state of emergency is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the Authority, caused by conditions as described in Government Code section 8558; and

**WHEREAS**, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, on March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic; and

**WHEREAS**, Government Code section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the Authority finds that meeting in person would present imminent risk to the health and safety of attendees; and

**WHEREAS**, California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution that the Omicron variant likely will spread more easily than the original SARS-CoV-2 virus, and that even fully vaccinated individuals can spread the virus to others resulting in rapid increases of COVID-19 cases and hospitalizations ([Omicron Variant: What You Need to Know | CDC](#)); and

**WHEREAS**, San Bernardino County currently has a Community Transmission metric of “high”; and

**WHEREAS**, the Board hereby acknowledges that such emergency conditions continue to exist in the Authority, such that meeting in person for the meetings of the Board would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

**WHEREAS**, the Board hereby finds that due to the ongoing State of Emergency and the public health threat posed by COVID-19, the Board seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, the highly contagious Omicron variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

**WHEREAS**, the circumstances of the State of Emergency continue to directly impact the ability of the members of the legislative body and members of the public to meet safely in person at the meeting facilities of the Authority; and

**WHEREAS**, the Board hereby finds that, as a consequence of the State of Emergency, the Board shall conduct its meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

**WHEREAS**, the Board affirms that it will allow for observation and participation by Board Members and the public via Zoom teleconferencing and phone access in an effort to protect the constitutional and statutory rights of all attendees.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Board hereby recognizes and acknowledges the existence and conditions of the State of Emergency as proclaimed by the Governor.

Section 3. Before the State of Emergency, the Authority met at a facility at which approximately 20 people would regularly attend, and periodically filling the meeting room to capacity and thereby limiting the ability of attendees to socially distance.

Section 4. As a result of the March 4, 2020, State of Emergency, and the highly contagious Omicron variant, meeting in person at the meeting facilities of the Authority would present an imminent risk to the health or safety of attendees due to the unique characteristics of the size and capacity of its meeting location, the anticipated number of attendees, and the likely inability to socially distance. As such, the Board hereby authorizes the continued use of the remote teleconferencing procedures for meetings of the Board, as authorized by Government Code section 54953(e) *et seq.*, for the period of January 14, 2022, through February 13, 2022.

Section 5. The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, for all Board meetings.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 15, 2022, or such time the Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to teleconference without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                    )  
  )       ss.  
COUNTY OF SAN BERNARDINO        )

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, Month Date, 2022.

\_\_\_\_\_  
Secretary

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**February 8, 2022**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Revisions to the Admissions and Continued Occupancy Plan Governing the Housing Authority of the County of San Bernardino's Public Housing Program.

## **RECOMMENDATION(S)**

Adopt Resolution No. 135 approving revisions to the Admissions and Continued Occupancy Plan governing the Housing Authority of the County of San Bernardino's public housing program.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

**HACSB clients, programs, and properties are embraced by all communities.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

Approval of the proposed revisions to the Admissions and Continued Occupancy Plan (ACOP) will not have any material financial impact to the Housing Authority of the County of San Bernardino's (HACSB) public housing operating budget.

## **BACKGROUND INFORMATION**

HACSB has one multi-family community left in its public housing portfolio. This is a 98-unit community in the City of Upland named Los Olivos. As such any updates to the Public Housing program's ACOP only apply to this community and one single family home. HACSB's ACOP outlines the adopted policies that govern the Public Housing program. The ACOP is required of all public housing authorities administering a Public Housing program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reason for updating the ACOP at this time is to be consistent with HUD regulations contained in PIH Notice 2021-14, which requires all Public Housing Agencies (PHA) to temporarily waive the Community Service and Self Sufficiency (CSSR) requirement through April 30, 2022 as a result of the pandemic. The notice states that "due to the ongoing impact of the COVID-19 pandemic, shelter in place orders and many organizations having limited operations or volunteer opportunities, HUD is waiving this requirement and suspending enforcement of the CSSR in an effort to help prevent further spread of COVID-19." The requirement language that is being waived is as follows: each non-exempt adult resident in public housing is required to contribute eight hours per month of community service and/or participation in an economic/self-sufficiency program. Attached are the proposed revisions to the ACOP with the redline changes.

Revisions to the Admissions and Continued Occupancy Plan Governing the Housing Authority of the County of San Bernardino's Public Housing Program  
February 8, 2022.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

**HOUSING AUTHORITY RESOLUTION NO. 2022-135**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMISSIONS AND  
CONTINUED OCCUPANCY PLAN GOVERNING THE HOUSING AUTHORITY OF THE COUNTY  
OF SAN BERNARDINO'S PUBLIC HOUSING PROGRAM**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Admissions and Continued Occupancy Plan (ACOP) which outlines regulations necessary to administer the Public Housing program on behalf of the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD requires public housing agencies to amend their ACOP to incorporate changes and define policy relative to administration of the Public Housing program; and

**WHEREAS**, HACSB desires to amend its policies and procedures as they relate to guidance from HUD Public and Indian Housing Notices.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the revisions to the ACOP governing the Housing Authority of the County of San Bernardino's Public Housing program, attached hereto as Exhibit "A" and incorporated by reference herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SAN BERNARDINO        )       ss.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, \_\_\_\_\_, 20\_\_.

Secretary

By \_\_\_\_\_  
Deputy

# Housing Authority of the County of San Bernardino

## Affordable Housing Programs ACOP

Revised: **February 2021-2022**

The following paragraph is added to Section 12.8.4 Request for Informal Settlement Conference (24CFR 966.54):

(2) During the COVID-19 emergency, HACSB has the option to conduct remote meetings through different contactless methods such as conference call, video or other methods available. (Activity 18: Property Management Innovation, 2020 MTW Plan Amendment #2).

### 14.5 Final Eligibility Determination

The following paragraph is added to Section 3.3.10: Final Eligibility Determination

During a local disaster, emergency or crisis situation, HACSB will extend deadlines for applicants to provide records or documents needed to determine initial eligibility for the program. If documents are missing from the Full Application packet, an applicant will be given at least two (2) notices to submit the requested items. Applicants requesting extensions will be granted at least ten (10) additional days or other reasonable extension on a case by case basis.

### 14.6 Community Service Requirement

During a local disaster, emergency or crisis situation, HACSB will continue to waive and suspend the community service requirement per (PIH-Notice 2021-1433) for Public Housing families each non-exempt adult resident of public housing to contribute 8 hours per month of community service. who are unable to comply with this requirement due to a local disaster.

No change to the ACOP, Section 10.1: Community Service Requirement will be necessary since this change is temporarily in place until June April 30, 2021-2022.

### 14.7 Annual Self-Inspections

During the COVID-19 emergency, HACSB has the option to suspend annual selfinspections per PIH-Notice 2020-33. This inspection suspension does not alleviate HACSB of its responsibility to provide safe housing. HACSB is currently addressing urgent and emergency items that could jeopardize life or property.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**February 8, 2022**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**Grant of Easement and Right of Way to Southwest Gas Corporation**

## **RECOMMENDATION(S)**

1. Approve a grant of easement and right of way to Southwest Gas Corporation, to use and maintain underground natural gas supply system on real property owned by the Housing Authority of the County of San Bernardino, at 8956 G Avenue in the City of Hesperia.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as the cost of recording these easement documents will be provided by Southwest Gas Company (SGC).

## **BACKGROUND INFORMATION**

HACSB currently owns and manages approximately 2,135 units of multi-family housing throughout San Bernardino County of which various utility companies provide services to these properties. The utility company, SGC, during routine inspections and maintenance activities has identified the gas line on this property needing to be replaced. Under the Southwest California Gas Tariff, set by the Public Utilities Commission of California, a customer receiving natural gas service must provide all easements necessary to provide the natural gas service to the property. As a result, approval of this item is necessary for SGC to receive a grant of easement and right of way at HACSB's real property at 8956 G Avenue in the City of Hesperia. This action will result in the replacement of the natural gas line on this property to be replaced with minimal disruption to the housing residents at this location.

## **PROCUREMENT**

Not applicable.

## **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.


APN # 0410-191-10-0000

Recording Requested By/Return To:  
Southwest Gas Corporation  
PO Box 1498  
Victorville, CA 92393-1498

DOCUMENTARY TRANSFER TAX \$

- ( ) Computed on full value of property conveyed.  
( ) Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual determining tax

 <b>SOUTHWEST GAS CORPORATION</b> <b>GRANT OF EASEMENT</b>			
<i>This form is used to acquire land rights for installation of pipeline(s) and appurtenances.</i>			
Prepared By	<u>AAS5</u>	Reviewed By	<u>CAC4</u>
Sec. <u>22</u>	T <u>4N</u>	R <u>4W</u>	Meridian <u>San Bernardino</u>
County	<u>San Bernardino</u>	State	<u>California</u>
W.R. No.	<u>4308116</u>	W.O. No.	<u>15393</u>
I (We) <u>Housing Authority of the County of San Bernardino, a Public Corporation</u>			
<p>For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto <b>SOUTHWEST GAS CORPORATION</b>, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:</p> <p>SEE ATTACHED EXHIBIT(s) "A"</p> <p>together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.</p> <p>Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.</p> <p>Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.</p>			
Form 335.00 (08/2015) 581 - Microsoft Word		<a href="#">Link to Form Instructions</a>	

W.R. No. 4308116

W.O. No. 15393

**The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.**

**TO HAVE AND TO HOLD** said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

**IN WITNESS WHEREOF**, the duly authorized representative of the undersigned has executed this Grant of Easement this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Housing Authority of the County of San Bernardino, a  
Public Corporation

Grantor \_\_\_\_\_

By:

Grantor \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name of the officer)

a notary public, personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a notary public,  
(Date) (Name and title of the officer)

personally appeared \_\_\_\_\_,  
(Name of person signing)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of officer

(Seal)

**EXHIBIT "A"**  
**SOUTHWEST GAS CORPORATION**  
**GRANT OF EASEMENT**  
**WR# 4308116**

**APN: 0410-191-10-0000**

THAT PORTION OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

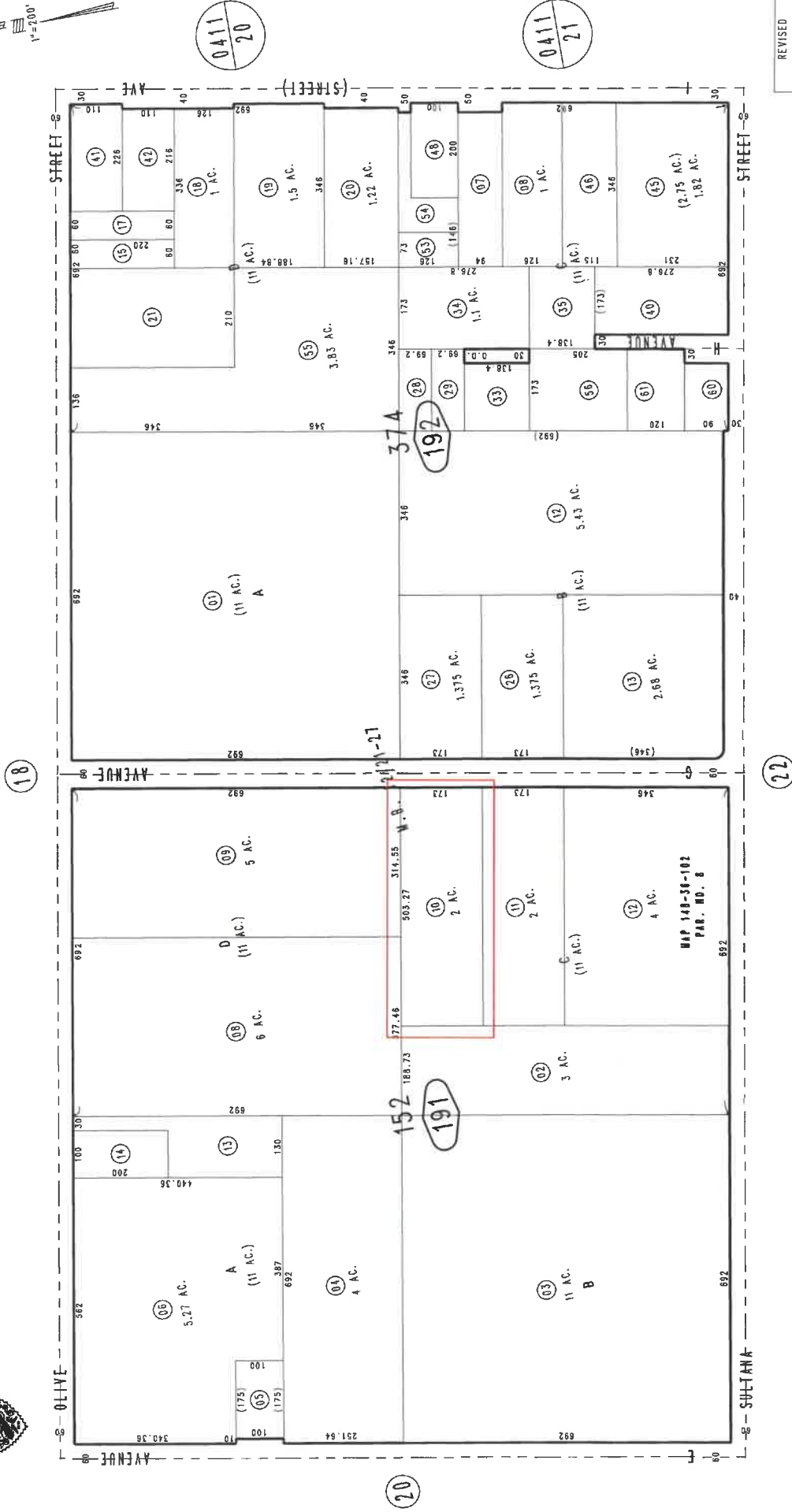
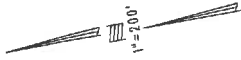
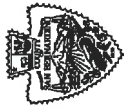
A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN THAT PARCEL OF LAND AS DESCRIBED IN GRANT DEED, RECORDED IN OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN INSTRUMENT #2001-0086083 ON MARCH 8, 2001.

THIS DESCRIPTION WAS PREPARED BY SOUTHWEST GAS CORPORATION PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 8730(C).

THIS MAP IS FOR THE PURPOSE  
OF AG VALOREM TAXATION ONLY.

Ptn. Map No. 1 of Hesperia  
M.B. 12/21-27

City of Hesperia  
Tax Rate Area  
20090



REVISED  
03/28/05 LH  
03/28/05 LH  
03/28/05 LH  
04/02/07 LH  
06/22/07 LH

Assessor's Map  
Book 0410 Page 19  
San Bernardino County

RECORDING REQUESTED BY  
First American Title Company  
AND WHEN RECORDED MAIL TO:  
Housing Authority  
of County of San Bernardino  
Attn: Real Estate Division  
1053 North "D" Street  
San Bernardino, CA 92410

Recorded in Official Records, County of  
San Bernardino, Larry Walker, Recorder

Doc No. 20010086083  
08:00am 03/08/01

FIRST AMERICAN TITLE B # 601

1	2	3	4	5	6	7	8	9	0
PG	FEE	APF	GIMS	PH CPY	CRT CPY	ADD RM	PEN PR	PCOR	
3	0								
			5				6	0	1
NOW ST	LN	SVY	CIT-CD	TRANS TAX	DA	CHRG	EXAM		

A.P.N.: 410-191-10

Order No.: 424537

## GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$ 0  
[ X ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ ] City of Hesperia, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
Robert J. Dix and Bonnie J. Dix, husband and wife as joint tenants

the  
hereby GRANT(S) to Housing Authority of County of San Bernardino, a Public Corporation

the following described property in the City of Hesperia, County of San Bernardino State of California;

See Exhibit "A" attached hereto and made a part hereof.

Robert J. Dix

Bonnie J. Dix

Document Date: January 12, 2001

STATE OF CALIFORNIA  
COUNTY OF Orange

SS

On January 18, 2001

before me,

Linda D. Chambers

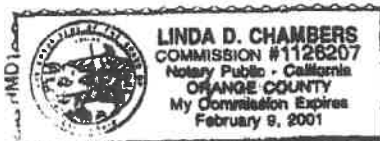
personally appeared Robert J. Dix and Bonnie J. Dix

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Linda D. Chambers



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

## **EXHIBIT "A"**

THE NORTH 1/2 OF THE NORTH 1/2 OF THE EASTERLY 8 ACRES OF LOT "C" OF BLOCK 152 OF THE TOWN OF HESPERIA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE(S) 21 TO 27, INCLUSIVE, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, AND MINERALS, LYING AND BEING MORE THAN 200 FEET BELOW THE RESPECTIVE PRESENT SURFACE ELEVATIONS OF THE ABOVE DESCRIBED PROPERTY, PROVIDED, HOWEVER, THAT SUCH EXCEPTED OWNERSHIP OF SUCH 1/2 INTEREST IN AND TO SUCH OIL, GAS AND MINERALS DOES NOT INCLUDED, AND SHALL NOT BE CONSTRUED TO INCLUDE, ANY RIGHT OF ENTRY UPON ANY PART OF THE SURFACE OF THE HEREIN DESCRIBED PROPERTY FOR THE PURPOSE OF THE EXPLORATION, DEVELOPMENT, DRILLING, STORAGE, OR OTHER ACTIVITY ANCILLARY TO THE REMOVAL OF SUCH OIL, GAS, OR MINERALS, AS EXCEPTED IN THAT CERTAIN DEED FROM THE APPLETON LAND, WATER AND POWER COMPANY, TO N.K. MENDELSON, ET AL., RECORDED JUNE 11, 1954, IN BOOK 3400, PAGE 409, OFFICIAL RECORDS.

## ACCEPTANCE

**THIS IS TO CERTIFY, that the interest in real property conveyed by the within instrument to the Housing Authority of the County of San Bernardino, is hereby accepted by the undersigned officer on behalf of the Housing Authority of the County of San Bernardino, pursuant to authority conferred by Resolution of said Housing Authority and the grantee consents to recordation thereof by its duly authorized officer.**

**Dated:** January 9, 2001

  
**John C. McGrath**  
**Executive Director**

# RECORD OF SURVEY

OF THE NORTH 1/2 OF THE EASTERLY 8 ACRES OF LOT "C",  
BLOCK 152 OF THE TOWN OF HESPERIA, AS PER PLAT RECORDED IN BOOK 12 OF  
MAPS, PAGES 21-27, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY  
OF SAN BERNARDINO, STATE OF CALIFORNIA.  
SEPTEMBER, 1984

WEAVER & ASSOCIATES



SCALE - 1" = 60'

## ENGINEER'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR  
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS  
OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF R. STEPHAN  
IN SEPTEMBER, 1984.

Harry L. Weaver  
HARRY L. WEAVER  
REGISTERED CIVIL ENGINEER, 14382

## COUNTY SURVEYOR'S CERTIFICATE

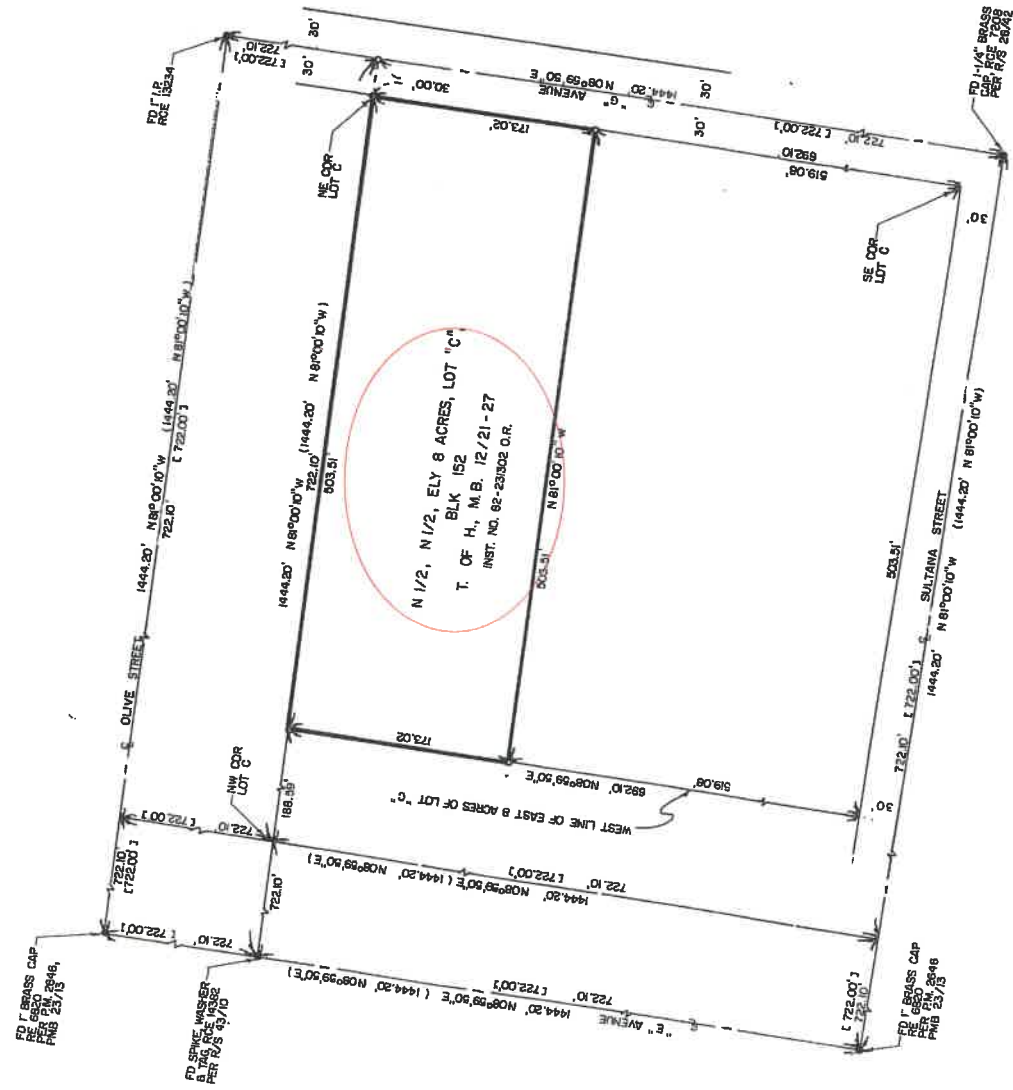
THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE  
REQUIREMENTS OF THE LAND SURVEYOR'S ACT THIS 17 DAY  
OF SEPTEMBER, 1984.

GAUDE B. TOMLINSON, COUNTY SURVEYOR  
COUNTY OF SAN BERNARDINO, CALIFORNIA

BY: Walter D. Bunker  
DEPUTY

## NOTES:

1. DENOTES MONUMENTS FOUND AS NOTED.
2. DENOTES SET 1" I.P. 18" LONG, TAGGED RCE 14382.
3. DENOTES THE CENTERLINE OF THE AVENUE AS SHOWN ON RECORD OF SURVEY 43/10, BEING N08°59'50"E.
4. ( ) DENOTES RECORD DISTANCE AND BEARING PER RECORD OF SURVEY 43/10.
5. ( ) DENOTES RECORD DISTANCE AND BEARING PER TOWN OF HESPERIA PLAT, M.B. 12/21-27.



84-264361  
R. STEPHAN  
ON NOVEMBER 2, 1984  
AT 11:15 A.M. IN  
BOOK 53 PAGE 67  
OF RECORDS OF SURVEY  
SAN BERNARDINO COUNTY RECORDER  
\$86.00

# Property Detail Report

8956 G Ave, Hesperia, CA 92345-6178

APN: 0410-191-10-0000

Reference ID: LRS 15393

San Bernardino County Data as of: 11/19/2021

## Owner Information

Owner Name: Housing Authority County Of San Bdno  
Vesting:  
Mailing Address: 1053 N D St, San Bernardino, CA 92410-3521

Occupancy: Absentee Owner

## Location Information

Legal Description: Town Hesperia N 1/2 N 1/2 Ely 8 Acres Lot C Blk 152 Ex Water Rts And Ex 1/2 Int Mineral Rts Without S E  
County: San Bernardino, CA  
APN: 0410-191-10-0000  
Alternate APN: 0410-191-10-0000  
Census Tract / Block: 010020 / 3014  
Munic / Twnshp: Hesperia  
Twnshp-Rng-Sec: Tract #: C / 152  
Subdivision: Town Of Hesperia  
Tract #: Legal Book / Page: 0410 / 191  
Neighborhood: School District: Hesperia Unified  
Elementary School: Lime Street Elemen...  
Middle School: Rancho Middle  
Latitude: 34.41394  
Longitude: -117.28993  
High School: Sultana High

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: / 03/08/2001  
Price: Transfer Doc #: 2001.86083  
Buyer Name: Housing Authority County Of San Bdno  
Seller Name: Owner Name Unavailable  
Deed Type: Deed

## Last Market Sale

Sale / Rec Date: / 03/08/2001  
Sale Price / Type: Deed Type: Deed  
Multi / Split Sale: Price / Sq. Ft.:  
1st Mtg Amt / Type: 1st Mtg Rate / Type: New Construction:  
2nd Mtg Amt / Type: 2nd Mtg Rate / Type: 1st Mtg Doc #: N/A  
Seller Name: Owner Name Unavailable  
Sale Doc #: 2001.86083  
Lender: Title Company:

## Prior Sale Information

Sale / Rec Date: / 03/08/2001  
Sale Price / Type: Prior Deed Type: Deed  
1st Mtg Amt / Type: 1st Mtg Rate / Type: Prior Sale Doc #: 2001.86083  
Prior Lender:

## Property Characteristics

Gross Living Area: 18,900 Sq. Ft.  
Living Area: 18,900 Sq. Ft.  
Total Adj. Area:  
Above Grade:  
Basement Area:  
Style:  
Foundation:  
Quality:  
Condition:  
Total Rooms: 0  
Bedrooms:  
Baths (F / H): 495 /  
Pool: Yes  
Fireplace:  
Cooling:  
Heating:  
Exterior Wall:  
Construction Type: Concrete  
Year Built / Eff: 1985 / 1985  
Stories:  
Parking Type: Off Site  
Garage #:  
Garage Area:  
Porch Type:  
Patio Type:  
Roof Type:  
Roof Material:

## Site Information

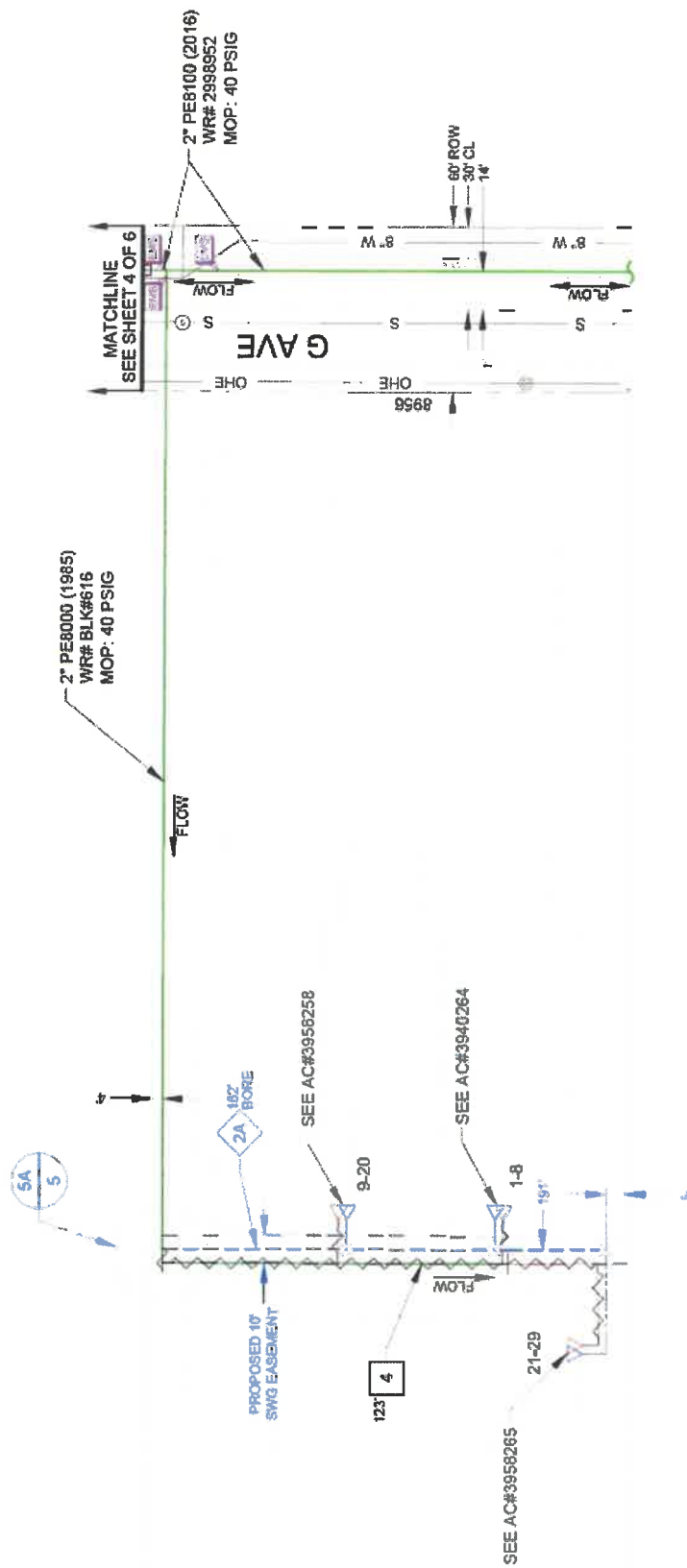
Land Use: Apartment  
State Use:  
County Use: 0621 - Apartment, 15 Units And Up  
Site Influence: Type Unknown  
Flood Zone Code: X  
Community Name: City Of Hesperia  
Lot Area: 87,019 Sq. Ft.  
Lot Width / Depth:  
Usable Lot:  
Acres: 1.998  
Flood Map #: 06071C6495H  
Flood Panel #: 6495H  
Zoning:  
# of Buildings: 1  
Res / Comm Units: 29 / 30  
Water / Sewer Type: Public / No  
Flood Map Date: 08/28/2008  
Inside SFHA: False

## Tax Information

Assessed Year: 2021  
Tax Year: 2021  
Tax Area: 20-090  
Property Tax:  
Exemption:  
Assessed Value:  
Land Value:  
Improvement Value:  
Improved %:  
Delinquent Year:  
Market Total Value:  
Market Land Value:  
Market Imprv Value:  
Market Imprv %:



San Bernardino County, Mass., Microsoft | Enl Community Maps Contributions, City of Hesperia, © OpenStreetMap, Microsoft, Enl, HERE, Garm...



APN: 0410-191-10



# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**February 8, 2022**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**Purchase of a Single-Family Home at 934 Barbra Lane in the City of Redlands**

## **RECOMMENDATION(S)**

Acting as the Housing Successor Agency for the former Redevelopment Agency for the City of Redlands:

1. Exercise the Housing Successor Agency's right of First Refusal pursuant to section 8.4 of the Declaration of Covenants, Conditions and Restrictions recorded for 934 Barbra Lane, Redlands, CA 92374, to purchase the property for the amount of \$450,000.
2. Direct the Executive Director of the Housing Authority of the County of San Bernardino, in consultation with Legal Counsel, to execute the Purchase and Sales Agreement and all ancillary documents required to close the purchase of 934 Barbra Lane, Redlands, CA 92374 and to transmit and record all documents as necessary with the San Bernardino County Recorder within 30 days of execution.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB has secured the resources needed for accomplishing its mission.**

**HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

Approval of this action will result in the Housing Authority of the County of San Bernardino (HACSB) purchasing a single-family residence in the City of Redlands for \$450,000. HACSB, acting as the Housing Successor Agency for the former Redevelopment Agency of the City of Redlands (the "Agency"), has funds available within the Low and Moderate Income Housing Fund of the Agency. The funds will be substantially replenished upon sale of the property to an income qualified family at an affordable price as required by the Covenant.

## **BACKGROUND INFORMATION**

In February 2016, the California Department of Finance approved the City of Redlands Successor Agency's request to transfer the housing assets of the former Redevelopment Agency to HACSB. The housing assets consist of various first-time home buyer loans. As the designated Agency, HACSB now administers those loans and monitors for ongoing compliance with the regulatory agreements recorded for loans and/or grants pursuant to California Community Redevelopment Law under Health and Safety Code Sections 33000-33855 (HSC).

In 2005, the owner of a single-family residence at 934 Barbra Lane received a \$10,000 home improvement grant under the City's "Great Neighborhoods" program which was funded with

Purchase of a Single-Family Home at 934 Barbra Lane in the City of Redlands  
February 8, 2022

Redevelopment Agency Low-and-Moderate-Income housing funds. A Great Neighborhoods Participation Agreement and Declaration of Covenants, Conditions and Restrictions (DCCR) was recorded against the property as required by the HSC. Pursuant to the DCCR and as required by the HSC, the home is to remain affordable to, and can only be sold to persons or families of low to moderate income for a period of 45 years. The homeowner is currently experiencing a hardship related to health and is now seeking to relocate to the care of family members in another state. As a result, she has offered her home for sale. She recently received an offer to purchase the home in the amount of \$450,000. As required by the DCCR, the Agency must review the terms of the sale to ensure that the sale price is affordable to a buyer who is at or below 120% of the Area Median Income (AMI). Upon review of the terms of the proposed sale, staff determined that the proposed buyer's income level exceeds the maximum threshold allowed under the DCCR. Therefore, the proposed sale cannot be approved. In consideration of the homeowner's hardship, however, the DCCR provides a "first right of refusal" to the Agency to purchase the property under the same terms proposed, in order to maintain affordability of the home to moderate income buyers for the full 45-year term (to 2050). If this action is approved, the Agency will purchase the home and then immediately remarket the home for sale to income qualified buyers, whereupon affordability will be maintained, and the covenant can remain in place for the full term. The sale between the homeowner and the Agency will not be using agents or brokers for the purchase of the home.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 25, 2022.

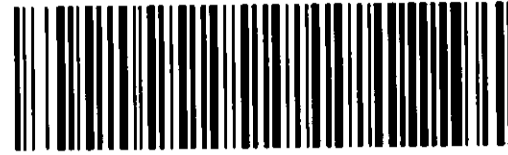


**LARRY WALKER**  
Auditor/Controller – Recorder

R Regular Mail

Recording Requested by  
and when recorded return to:  
City Clerk  
City of Redlands  
PO Box 3005  
Redlands, CA 92373

Doc#: 2005 – 0535377



<b>Titles:</b>	<b>1</b>	<b>Pages:</b>	<b>9</b>
Fees		0.00	
Taxes		0.00	
Other		0.00	
<b>PAID</b>		<b>\$0.00</b>	

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR 934 BARBRA LANE  
REDLANDS, CALIFORNIA**

This Declaration of Covenants, Conditions and Restrictions (this “Declaration”), dated July 19, 2005, is entered into by and between Marilyn C. Luce (“Participant”) and the Redevelopment Agency of the City of Redlands (“Agency”) with reference to the following:

**RECITALS**

A. Under the California Community Redevelopment Law (Health & Safety Code §§ 33000 et seq; the “Redevelopment Law”), Agency is responsible for administering the use of Low and Moderate Income Housing Funds (the “Housing Trust Funds”) made available pursuant to California Health and Safety Code Sections 33334.2 and 33334.3 for the purpose of increasing, improving and preserving the community’s supply of low- and moderate-income housing available at affordable housing cost.

B. Agency desires to utilize its resources to assist those in need of safe, sanitary and affordable housing. Accordingly, Agency and Participant have entered into an agreement dated July 19, 2005, pursuant to Agency's Great Neighborhoods Program (the "Agreement") in which Agency has agreed to provide financial assistance to Participant in an amount not to exceed \$10,000 for the repair and/or improvement of the real property described in Exhibit "A" (the “Property”) which is attached hereto and incorporated by this reference herein.

C. In consideration of the financial assistance given by Agency, Participant shall restrict the use of the Property as further set forth below to comply with all requirements of the Redevelopment Law, which is incorporated herein by this reference.

NOW, THEREFORE Participant covenants and declares that the Property shall be held and conveyed subject to the covenants and restrictions of this Declaration.

**AGREEMENT**

1. **Incorporation of Recitals.** The parties acknowledge that the Recitals are true and correct and that the Recitals are hereby incorporated into this Declaration by this reference as representations, warranties and agreements by and between the parties.

2. Term of Declaration. Except for the covenants, conditions and restrictions relating to non-discrimination set forth in Section 7 hereof which shall remain in effect in perpetuity, the covenants, conditions and restrictions of this Declaration shall be effective for a period of forty-five (45) years from the date of recordation of this Declaration in the Official Records of the county of San Bernardino (the "Expiration Date"), notwithstanding Participant's early repayment of the financial assistance evidenced by the Agreement. On the Expiration Date, the provisions hereof (except the nondiscrimination provisions) shall become ineffective without the requirement for further action on the part of any person.

3. Run with the Land. Participant agrees that the covenants, conditions and restrictions established by this Declaration shall run with the Property and shall be binding upon all the successors and assigns of Participant. The covenants, conditions and restrictions established by this Declaration may be enforced by Agency or any successor or assign of Agency. Participant shall furnish a copy of this Declaration to any and all successors in interest of Participant.

4. Persons Bound. As used herein, "Owner" shall mean each person acquiring any ownership interest in the Property, including Participant. By accepting title to the Property, each Owner acknowledges and agrees that all the covenants, conditions and restrictions created by this Declaration are (a) required in order to preserve a stock of housing for Qualified Households, (b) reasonable in light of their purposes, and © approved in every respect by each Owner.

5. Affordability Restrictions: Occupancy and Ownership Restricted to Qualified Households. Participant agrees and covenants on behalf of itself and all of Participant's successors and assigns that during the term of this Declaration, all Owners of the Property shall be persons who qualify as "Qualified Households" (as defined below) as of the commencement of their ownership or occupancy of the Property. In the event that an Owner of the Property that initially was a Qualified Household ceases to be a Qualified Household during its tenure, that cessation shall not itself invalidate such person's rights or ownership or occupancy so long as such person is otherwise in compliance with the provisions of this Declaration and the Agreement.

6. Qualified Household. As used in this Declaration, the term "Qualified Household" shall mean a person or a household who meets all of the following requirements:

6.1 Its household income does not exceed 120% of the median income for the Riverside/San Bernardino Primary Metropolitan Statistical Area, as determined and most recently announced by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, adjusted for the household size, and who otherwise meets the requirements of California Health and Safety Code Section 50093 (as such statute may be amended from time to time, and any successor statutes thereto).

6.2 The household represents and warrants that it intends to personally and continuously occupy the Property as its principal place of residence.

7. Nondiscrimination Covenants. By the Participant and each Owner's acceptance hereof, the Participant and each Owner agrees, for itself, its successors and assigns, to refrain from restricting the rental sale or lease of the Property on the basis of race, color, creed, religion, ancestry,

sex, marital status, national origin or age of any person. All such deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

7.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, sex, marital status, age or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

7.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the Property, and shall remain in effect in perpetuity.

8. Restriction on Transfer. During the term of this Declaration, every "Transfer" (as defined below) of the Property must be both (a) a Qualified Transfer, and (b) made to a Qualified Household. Any lease for any period of time, execution of a real estate installment contract or grant of any interest in the Property, including allowing the recordation of a deed of trust or mortgage which creates a lien in the Property, whether voluntary or involuntary, is referred to herein collectively as a "Transfer." In order to qualify as a "Qualified Transfer," each Transfer must meet all the following criteria (the "Qualified Transfer Conditions"). Any Transfer which does not meet all the Qualified Transfer Conditions shall be void and of no force or effect and shall be subject to Agency's Right of First Refusal, as set forth in Section 8.4 below.

8.1 Owner shall not, at any time prior to the Expiration Date, consummate a Transfer of the Property or any portion thereof or any interest therein without first giving written notice thereof to Agency (the "Transfer Notice").

8.2 The Transfer Notice shall set forth the exact and complete terms of the proposed Transfer (including, but not limited to, the purchase price, any proposed seller financing, due diligence periods, initial and any subsequent deposits to be made prior to the date of purchase and contingencies to closing) and shall have attached thereto a photocopy of the term sheet for the

proposed Transfer which Owner proposes to consummate. The Transfer Notice shall also contain adequate information about the proposed Transferee to allow Agency to determine if the proposed Transferee is a Qualified Household. The Transfer Notice shall not be deemed to be complete until all the required information has been provided. The Transfer Notice shall be sent by certified mail, return receipt requested, to Participant and Agency at the addresses set forth below in this Declaration.

8.3 Affordable Sales Price. The Transfer price must be equal to or less than the "Affordable Sales Price" (as defined below). Within fifteen (15) days of its receipt of the Transfer Notice, Agency shall approve or disapprove in writing the Transfer price proposed by the Owner. If the Owner is claiming any adjustment for "Qualifying Improvements" (as defined below), Agency shall approve or disapprove the Affordable Sales Price within twenty (20) days from the date that (i) the Property is made available to Participant for inspection and establishment of the value of any Qualifying Improvements, and (ii) all required substantiating documents establishing the value of the claimed Qualifying Improvements have been delivered to Participant. The proposed Transfer price and the proposed value of any Qualifying Improvements shall be deemed approved.

8.4 Exercise of Right of First Refusal. For a period of thirty (30) calendar days (the "Agency's Refusal Period") after receipt by Agency of the Transfer Notice, Agency shall have the right (the "Agency's Right of First Refusal") to purchase the Property or the interest proposed to be sold, on the same terms, price and conditions as set forth in the Transfer Notice. If Agency elects to purchase the Property, then Agency shall, within the thirty (30) day period, notify the Owner in writing of such election (the "Purchase Notice"), and the Owner shall sell and Agency shall purchase the Property on the terms and subject to the conditions set forth in the Transfer Notice. In the event Agency does not give the Owner the Purchase Notice within the thirty (30) day period, then there shall be a conclusive presumption that Agency has elected not to exercise Agency's Right of Refusal, and the Owner may sell the Property or the interest proposed to be sold, on the same terms and conditions set forth in the Transfer Notice.

8.4.1 In the event of an Agency-approved Transfer by Participant of the Property to a subsequent Owner, Participant may retain a right of first refusal ("Participant's Right of First Refusal") to purchase the Property. In that event, then the Agency's Refusal Period shall commence on the earlier of (1) the date that Participant notifies Agency and/or Owner that it does not intend to exercise Participant's Right of First Refusal, or (2) thirty (30) days after Owner delivers a Transfer Notice meeting all of Participant's requirements to Agency.

8.5 In the event that Agency declines to exercise Agency's Right of First Refusal after receipt of the Transfer Notice, and thereafter Owner and the prospective purchaser change any material terms or condition contained in the Transfer Notice including, but limited to: (i) the purchase price (including any modifications thereof by credit, contribution, or hold back resulting from matters arising during the due diligence process); (ii) the interest rate on any purchase money mortgage or deed of trust to be carried back by Owner; or (iii) the amount of any initial or subsequent deposits to be made prior to the date of purchase, or in the event that the sale is not consummated within 180 days following the date the Agency received the Transfer Notice, then Agency's Right of First Refusal shall reapply to the transaction as of the occurrence of any of the aforementioned events.

8.6 Unauthorized Transfers. In the event of an unauthorized Transfer, Agency shall have thirty (30) days following the date Agency learns of the unauthorized Transfer and all of the information that would otherwise have been required in a Transfer Notice in which to notify the Owner and the unauthorized transferee of Agency's election to purchase the Property at the same terms as characterized in the unauthorized Transfer. In that event, the Owner and the unauthorized transferee agree to execute any and all documents necessary to effect Agency's acquisition of the Property.

9. No Further Encumbrances. Each Owner shall be allowed to encumber the Property with a purchase money deed of trust from Participant. Prior to the repayment in full of the Loan, the Owner shall not place or allow to be placed on the Property, or on any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Agreement, whether voluntary or involuntary; and the Owner shall remove, or shall have removed, any levy or attachments made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time. The Owner shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Deed of Trust; provided, however, that the Owner shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings. The Owner shall promptly notify Agency of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to the repayment in full of the Loan, whether by voluntary act of the Owner or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

10. Effect of Recorded Waiver. If Agency elects not to exercise Agency's Right of First Refusal within the Refusal Period, Agency shall record a notice of waiver in the Official Records of San Bernardino County stating that it has waived the Agency's Right of First Refusal. Such waiver shall be limited to the proposed Transfer of the Property upon the terms set forth in the Transfer Notice. Such waiver shall not constitute a waiver for any other future Transfers.

11. Resale by Participant. If Participant exercises Participant's Right of First Refusal, Participant's Transfer must be a Qualified Transfer to a Qualified Household in accordance with this Declaration.

12. Affordable Sales Price. "Affordable Sales Price" shall mean a price that is consistent with the maximum annual affordable housing cost concept set forth in California Health and Safety Code Section 50052.5, as further set forth in Title 25 California Code of Regulations Section 6920, or any successor regulation thereto.

13. Remedies Resulting From Enforcement of Declaration. It is agreed that the rights granted to Participant and Agency hereunder are of a special and unique kind and character and that, if there is a breach by any Owner of any material provision of this Declaration, Participant and Agency would not have an adequate remedy at law. It is expressly agreed, therefore, that Participant's and Agency's rights hereunder may be enforced by an action for specific performance and such other equitable relief as is provided under the laws of the State of California. Further, the

parties specifically acknowledge that during the term of this Declaration, the ownership of the Property is not an unrestricted right or entitlement. Therefore, upon any determination by a court of law or equity is specifically authorized to order the sale of the Property by the Owner to Agency for the Affordable Sales Price. Such payment of the Affordable Sales Price shall be made in cash to the Owner within fifteen (15) days of the court's determination that the Owner is in breach and title shall be conveyed to Agency, as applicable, concurrently with such payment.

14. Enforcement of Declaration. Agency has the right, but not the duty, to enforce the provisions of this Declaration. Agency shall have no liability or obligation for not enforcing the same.

15. Amendment. Prior to the initial conveyance of title to the Property by Participant to a subsequent Owner, this Declaration may be amended by Participant and Agency by the recordation of a supplemental declaration which refers to this Declaration and identifies itself as an amendment to this Declaration. Following the conveyance of title to the Property to any Owner, this Declaration may be amended at any time and from time to time by the beneficiaries of all first deeds of trust. Such amendments shall become effective upon the recording thereof in the Official Records of the County of San Bernardino.

16. Attorneys' Fees. In any action seeking enforcement or interpretation of any of the terms or provisions of this Declaration, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, reasonable attorneys' fees and reasonable fees of expert witnesses.

17. Severability. If any provision of this Declaration shall be deemed for any reason to be illegal or unenforceable, the remaining portions of this Declaration shall not be affected thereby and shall remain in full force and effect.

18. Reporting Requirements. Pursuant to Section 33418 of the Redevelopment Law, Agency must, on an ongoing basis, monitor the status of housing which it assists. Participant and all Owners agree to cooperate fully at Participant's and/or such Owner's expense with Agency in the satisfaction of Agency's reporting requirements, which cooperation shall include, without limitation, giving such certifications regarding Participant and each Owner's income, tenure and other information as Agency may reasonably require. To assist Agency in satisfying its monitoring requirements pursuant to Section 33418 of the Redevelopment Law, Participant and each Owner shall submit an annual report to Agency which states whether there was a change of ownership from the prior year, and, if so, the income and family size of the new Owner.

IN WITNESS WHEREOF, Participant and Agency have executed this Declaration which shall be effective as of the date of recordation hereof in the Official Records of the County Recorder for the County of San Bernardino, California.

"AGENCY"

By: *Susan Peppler*  
Susan Peppler, Chairperson

ATTEST:

By: *Joie Dyson*  
Secretary

"PARTICIPANT"

By: *Marilyn C. Luce*  
Marilyn C. Luce

Date: 6-30-2005

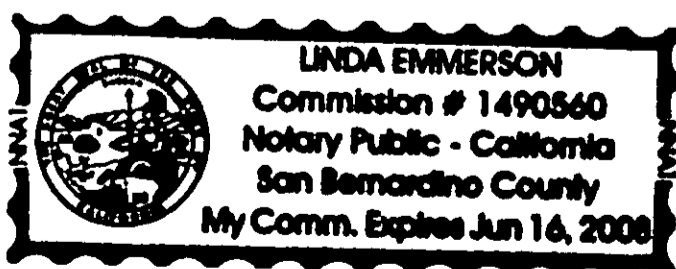
STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO }

On 6-30-05 before me, Linda Emmerson, Notary,

personally appeared Marilyn C. Luce

{ } proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



*Linda Emmerson*  
Signature of Notary

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) SS  
CITY OF REDLANDS )

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 19, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X} personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez  
Beatrice Sanchez, Deputy City Clerk  
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves  
{ } Corporate Officer(s)  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } Partner(s)  
Partnership \_\_\_\_\_  
{ } Attorney-In-Fact  
Principal(s) \_\_\_\_\_  
{ } Trustee(s)  
Trust \_\_\_\_\_  
{ x} Other  
Title(s): Chairperson and Secretary  
Entity Represented: Redevelopment Agency of the City of Redlands

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Great Neighborhoods Program - Declaration of Covenants  
Date of Document: July 19, 2005  
Signer(s) Other Than Named Above: Marilyn C. Luce

EXHIBIT "A"

PROPERTY ADDRESS: 934 Barbra Lane, Redlands, California

The following described real property in the City of Redlands, County of San Bernardino, State of California.

Lot 9, Tract No. 4501, Foster Square, as per plat recorded in Book 56 of Maps, Page 61, records of said County.

Assessor's Parcel No. 168-191-35



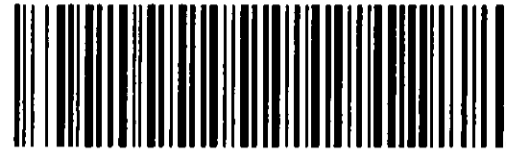
**LARRY WALKER**  
Auditor/Controller – Recorder

**R Regular Mail**

RECORDING REQUESTED BY  
AND WHEN RECORDED  
MAIL TO:

**Doc#: 2005 – 0535378**

**Titles: 1 Pages: 10**



Fees	0.00
Taxes	0.00
Other	0.00
<b>PAID</b>	<b>\$0.00</b>

CITY CLERK  
CITY OF REDLANDS  
P.O. BOX 3005  
REDLANDS, CA 92373

**GREAT NEIGHBORHOODS  
PARTICIPATION AGREEMENT**

THIS PARTICIPANT AGREEMENT (the "Agreement") is made and entered into this 19th day of July, 2005, by and between the Redevelopment Agency of the City of Redlands (the "Agency") and Marilyn C. Luce (the "Participant").

**RECITALS**

Whereas, Agency has established an owner-occupied homeowner's assistance program known as the "Great Neighborhoods Program" for the purpose of assisting persons of low and moderate incomes to repair and improve their homes and eliminate blighting conditions which adversely affect the health or safety of such persons and the community; and

Whereas, as part of its Great Neighborhoods Program, Agency will fund the cost of improvements for landscaping, exterior painting and repairs to properties necessary to protect the health and safety of persons in an amount not to exceed \$10,000 per homeowner; and

Whereas, Participant has completed and submitted to Agency an Enrollment Statement and has represented to Agency that Participant satisfies the criteria of Agency's Great Neighborhoods Program; and

Whereas, Participant has requested funding from Agency in connection with its agreement with a contractor (the "Contractor") to undertake repair work and/or improvements consistent with the purposes of Agency's Great Neighborhoods Program for property located at 934 Barbra Lane in the City of Redlands and described in Exhibit "A" attached hereto and incorporated herein by this reference;

Now, therefore, in consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the Redevelopment Agency of the City of Redlands and Participant agree as follows:

## ARTICLE 1 ASSISTANCE FOR IMPROVEMENT PROJECT AGREEMENT

1.1 Compliance with Program. Participant acknowledges that it has read and understands all of the policies, terms and conditions for participation in Agency's Great Neighborhoods Program as outlined in Exhibit "B" attached hereto. Participant shall comply with all such policies, terms and conditions during the term of this Agreement.

1.2 Improvement Project. Participant has submitted to Agency the repair work or improvement project described in Exhibit "C" attached hereto (the "Improvement Project") and has requested Agency disburse funds for the Improvement Project pursuant to Agency's Great Neighborhoods Program. Participant shall not modify the Improvement Project without the prior written consent of Agency.

1.3 Funding of Improvement Project. Agency will pay the amount specified in Exhibit "C" at the time of completion of the Improvement Project. "Completion" of the Improvement Project shall be evidenced by Participant the Contractor's execution of Agency's "Completion Certificate."

1.4 Limitation of Liability. Participant expressly acknowledges and agrees that Agency shall have no responsibility or liability for any acts or omissions of the Contractor retained by Participant to perform the Improvement Project, and Agency's sole obligation under this Agreement is to pay the amount specified in Exhibit "C" to Participant in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall establish any relationship between the Contractor and Agency, and Agency shall have no liability to the Contractor for any work performed by the Contractor. Further, nothing in this Agreement shall be construed as making the Contractor a "third party beneficiary" of this Agreement. Participant further acknowledges and agrees that Participant shall be solely responsible for the following:

- a. Compliance with all Federal, State and local laws applicable to the Improvement Project.
- b. Ensuring that the Contractor complies with all Federal, State and local laws applicable to the Improvement Project.
- c. The resolution of any disputes or disagreements between Participant and the Contractor.
- d. Any injuries or damages to persons or property arising out of, or resulting in connection with, the acts or omissions of Participant and the Contractor; and
- e. Any insurance coverage deemed necessary or advisable to carry out the Improvement Project.

1.5 Specific Enforcement of Affordability Restrictions. Participant agrees that in the event the Property is converted into rental or leased property, Participant shall comply with the U.S. Department of Housing and Urban Development's low to moderate income guidelines as published annually for the County of San Bernardino. Enforcement of Participant's obligation to comply with the "affordability" terms and conditions of this Agreement is one of the reasons for the Agency's financial assistance to Participant. In the event of Participant's breach of this Agreement, potential damages to Agency, as well as to prospective lower income tenants of Participant, would be difficult, if not impossible, to evaluate and quantify. Therefore, in addition to any other relief to which Agency may be entitled to as a consequence of a breach hereof, Participant agrees to the imposition of the remedy of specific performance against Participant in the case of any breach by Participant in complying with the allowable rent, occupancy restrictions or any other provision of this Agreement.

1.6 Copy to Contractor. Participant shall provide a copy of this Agreement to the Contractor prior to the Contractor commencing any work on the Improvement Project.

1.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

1.8 Entire Agreement/Amendment. This Agreement represents the entire agreement of the parties hereto as to the subject matter hereof. This Agreement may be amended only by written agreement executed by the parties hereto.

1.9 Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

1.10 Indemnity. Participant shall defend, indemnify and hold Agency, its officials and employees free and harmless from and against any and all claims, losses, damages, causes of action and injuries which may arise out of, or result in connection with, any actions or omissions of Participant, the Contractor, and any of their respective employees, subcontractors and agents in performing the Improvement Project.

## ARTICLE 2 NON-DISCRIMINATION

2.1 Non-discrimination Covenants. Participant covenants for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any persons or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Participant itself or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

2.2 Non-discrimination Clauses. Participant shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

(a) In deeds. "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases. "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased."

### ARTICLE 3 TERM

3.1 Term of Regulatory Agreement. This Agreement shall remain in full force and effect for forty-five (45) years from and after the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

PARTICIPANT

By: Marilyn C. Luce  
Marilyn C. Luce

Date: 6-30-2025

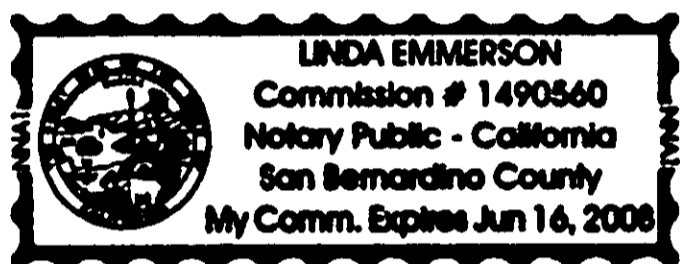
By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA                    }  
COUNTY OF SAN BERNARDINO    } SS

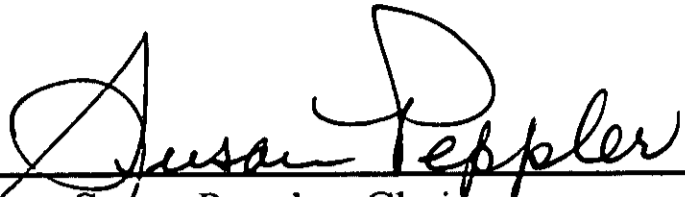
On 6-30-05 before me, Linda Emmerson, Notary, personally appeared  
Marilyn C. Luce ~~personally known to me or~~ proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument  
and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies),  
and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal




Linda Emmerson  
Signature of Notary

REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

By:   
Susan Pepler, Chairperson

Date: July 19, 2005

ATTEST:

  
Secretary

Signatures must be notarized.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) SS  
CITY OF REDLANDS )

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 19, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X} personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



LORRIE POYZER, CITY CLERK

By: Beatrice Sanchez  
Beatrice Sanchez, Deputy City Clerk  
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves  
{ } Corporate Officer(s)  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } Partner(s)  
Partnership \_\_\_\_\_  
{ } Attorney-In-Fact  
Principal(s) \_\_\_\_\_  
{ } Trustee(s)  
Trust \_\_\_\_\_  
{ x} Other  
Title(s): Chairperson and Secretary  
Entity Represented: Redevelopment Agency of the City of Redlands

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Great Neighborhoods Program - Participation Agreement  
Date of Document: July 19, 2005  
Signer(s) Other Than Named Above: Marilyn C. Luce

EXHIBIT "A"  
LEGAL DESCRIPTION

PROPERTY ADDRESS: 934 Barbra Lane, Redlands, California

The following described real property in the City of Redlands, County of San Bernardino, State of California:

Lot 9, Tract No. 4501, Foster Square, as per plat recorded in Book 56 of Maps, Page 61, records of said County.

Assessor's Parcel No. 0168-19-135-0

## EXHIBIT "B"

### REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS GREAT NEIGHBORHOODS PROGRAM CONDITIONS FOR PARTICIPATION

Participants in the Great Neighborhoods Program sponsored by the Redevelopment Agency of the City of Redlands shall comply with the following policies, terms and conditions to qualify for and retain program benefits:

1. Complete and return the Great Neighborhoods Program application.
2. Provide a copy of the Deed of Trust to verify home ownership.
3. Provide a copy of current property tax statements.
4. Meet low- and moderate-income requirements as established by the Department of Housing and Urban Development for San Bernardino County.
5. Provide documentation for income verification, including two (2) current payroll check stubs OR award letters for SSI/SS/annuities and/or retirement benefits AND last year's State and Federal income tax returns. Private entrepreneurs will be required to present three (3) years of personal and business income tax returns.
6. Meet a minimum Redlands residential and home ownership requirement of one (1) year.
7. Attend pre- and post-construction meetings and property inspections with contractors and housing personnel as deemed necessary by the Program Administrator.
8. Make the premises available to contractors, inspectors and housing personnel as necessary to complete the scope of work.
9. Allow the placement of signage promoting the Great Neighborhoods Program on the premises during the term of construction.
10. Maintain all property improvements to the same standard as set by completion of the work. Failure to maintain property improvements may result in the loss of grant privileges. The Redevelopment Agency reserves the right to require and obtain repayment of any and all funds contributed to the project.

EXHIBIT "C"  
IMPROVEMENT PROJECT

WORK WRITE-UP: Marilyn C. Luce, 934 Barbra Lane, Redlands, California

The following is a description of the work to be completed. The work shall not be modified without prior written consent of the Agency. The only changes to be considered are those changes which have resulted through unforeseen conditions relating to work indicated in the work write-up. Any changes that exceed the \$10,000 grant shall be the responsibility of the homeowner.

Primary Work: Re-stucco and paint exterior wood trim.

Work Specifications:

1. **Re-stucco of Dwelling & Paint Wood Trim:**

**Obtain Permit.** Contractor shall pull building permit for lath inspection. Contractor shall lath

wood siding on front of house. Apply black paper, brown coat and color coat. Contractor shall sandblast removing all old paint from walls, remove ALL loose, peeling paint, dirt, dust, from all wood and metal surfaces found on the house. Caulk as needed, repair front fascia boards and secure. Contractor shall also remove 3/4" cork board around garage door frame and install a 2 x 4 frame. Prime all wood surfaces with E-Z Prime (or equal). Apply minimum two finish coats of 100% acrylic semi-gloss enamel exterior paint (Dunn-Edwards or equal). Stucco patch (with adhesion additives) and smooth all ruff areas and apply color coat. Homeowner shall select color and texture from samples provided by contractor.

2. **Fencing**

**Obtain permit.** Contractor shall remove existing wooden fence located on north side of property line and properly dispose of material. Install a new 6' dog eared redwood fence with 8' galvanized metal posts every 6' imbedded in 2' of concrete include all hardware. Apply water seal to both sides of fence (Thompson Seal or Equal).

3. **Alternatives:**

(a) Contractor shall remove existing front door and replace with pre-hung Stanley Door. Homeowner has specifications of door. Remove existing wrought-iron door and re-hang after installation of new door.

(b) Contractor shall install a section of 12' x 14' T-111 under patio roof.

NOTE: Contractor shall ensure appropriate disposal of debris generated by the project. All work shall be conducted in a workmanship like manner and to the satisfaction of the homeowner and in accordance with current U.B.C. Final inspection shall be conducted prior to submitting request for payment. Signed off building permit (if required) shall accompany invoice.



# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

## SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

## SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date \_\_\_\_\_

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
Real Estate Broker (Firm)

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
(Salesperson or Broker-Associate, if any)



**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

**CONFIRMATION:** (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)			
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)			
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)			
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)			

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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**AD REVISED 12/21 (PAGE 2 OF 2)**

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)



## FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 

• Sellers	• Landlords	• Sublessors
• Real estate licensees	• Real estate brokerage firms	• Property managers
• Mobilehome parks	• Homeowners Associations ("HOAs");	• Banks and Mortgage lenders
• Insurance companies	• Government housing services	
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

**10. EXAMPLES OF POSITIVE PRACTICES:**

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

**11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

**12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	Date _____
Buyer/Tenant _____	Date _____
Seller/Landlord _____	Date _____
Seller/Landlord _____	Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020





## POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.


**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller _____	Date _____
Seller _____	Date _____
Buyer _____	Date _____
Buyer _____	Date _____
Buyer's Brokerage Firm _____	DRE Lic # _____ Date _____
By _____	DRE Lic # _____ Date _____
Seller's Brokerage Firm _____	DRE Lic # _____ Date _____
By _____	DRE Lic # _____ Date _____

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PRBS REVISED 12/21 (PAGE 1 OF 1)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



**WIRE FRAUD AND ELECTRONIC FUNDS  
TRANSFER ADVISORY**  
(C.A.R. Form WFA, Revised 12/21)

Property Address: 934 Barbra Lane, Redlands, CA 92374 ("Property").

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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**WFA REVISED 12/21 (PAGE 1 OF 1)**

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)**



# CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, 12/21)

Date Prepared: 12/21/2021

## 1. OFFER:

- A. **THIS IS AN OFFER FROM** Housing Authority County of San Bernardino ("Buyer").
- B. **THE PROPERTY** to be acquired is 934 Barbra Lane, situated in Redlands (City), San Bernardino (County), California, 92374 (Zip Code), Assessor's Parcel No(s). 0168-19-135-0 ("Property").  
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

## 2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.

**Seller's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (Dual Agent).

Seller's Agent \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one): ☐ the Seller's Agent. (Salesperson or broker associate) ☐ both the Buyer's and Seller's Agent (Dual Agent).

**Buyer's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).

Buyer's Agent \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one): ☐ the Buyer's Agent. (Salesperson or broker associate) ☐ both the Buyer's and Seller's Agent (Dual Agent).

- C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>450,000</u>	<input checked="" type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> 15 Days after Acceptance OR on <input type="checkbox"/> _____ (date)	
C	32A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>0</u> (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points  If FHA or VA checked, Deliver list of lender required repairs	\$ <u>0</u> (_____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate not to exceed _____% Buyer to pay zero points or up to _____% of the loan amount  17 (or _____) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input checked="" type="checkbox"/> Other: <u>Cash</u>
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ <u>0</u> (_____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate not to exceed _____% Buyer to pay zero points or up to _____% of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	5D	Balance of Down Payment	\$ _____	
		<b>PURCHASE PRICE TOTAL</b>	\$ <u>450,000</u>	



	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	<b>Seller Credit, if any, to Buyer</b>	<input type="checkbox"/> \$ _____ (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	<b>ADDITIONAL FINANCE TERMS:</b> _____			
H(1)	5B	<b>Verification of All Cash</b> (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	<b>Verification of Down Payment and Closing Costs</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	<b>Verification of Loan Application</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
I	<b>Intentionally Left Blank</b>			
J	16	<b>Final Verification of Condition</b>	5 (or _____) Days prior to COE	
K	23	<b>Assignment Request</b>	17 (or _____) Days after Acceptance	
L	8	<b>CONTINGENCIES</b>	<b>TIME TO REMOVE CONTINGENCIES</b>	<b>CONTINGENCY REMOVED</b>
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b> <b>Informational Access to Property</b> Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	<b>REMOVAL OR WAIVER OF CONTINGENCY:</b> Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See <b>paragraph 8H</b> . <input type="checkbox"/> <b>CR attached</b>
L(4)	8D, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(5)	8E, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(6)	8F, 11F(1)	<b>Common Interest Disclosures</b> required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 9B(6)	<b>Review of leased or liened items</b> (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8J	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> <b>C.A.R. Form COP attached</b>		
M		<b>Possession</b>	<b>Time for Performance</b>	<b>Additional Terms</b>
M(1)		<b>Time of Possession</b>	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7C	<b>Seller Occupied or Vacant units</b>	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)		<b>Tenant Occupied units</b>	See Tenant Occupied Property Addendum (C.A.R. form TOPA)	If tenant occupied <input type="checkbox"/> TOPA or <input type="checkbox"/> Other, attached
N		<b>Documents/Fees/Compliance</b>	<b>Time for Performance</b>	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after receipt	
N(3)	11K(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	28	Evidence of representative authority	3 Days after Acceptance	
O	<b>Intentionally Left Blank</b>			



P Items Included and Excluded				
P(1)	9	<b>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</b> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s);  <input type="checkbox"/> Refrigerator(s);  <input type="checkbox"/> Wine Refrigerator(s);  <input type="checkbox"/> Washer(s);  <input type="checkbox"/> Dryer(s);  <input type="checkbox"/> Dishwasher(s);  <input type="checkbox"/> Microwave(s);  <b>Additional Items included:</b>  <input type="checkbox"/> _____  <input type="checkbox"/> _____ </div> <div style="width: 33%;"> <input type="checkbox"/> Video doorbell(s);  <input type="checkbox"/> Security camera equipment;  <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment;  <input type="checkbox"/> Smart home control devices;  <input type="checkbox"/> Wall mounted brackets for video or audio equipment;  <input type="checkbox"/> _____  <input type="checkbox"/> _____ </div> <div style="width: 33%;"> <input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s);  <input type="checkbox"/> Bathroom mirrors, unless excluded below;  <input type="checkbox"/> Electric car charging systems and stations;  <input type="checkbox"/> Potted trees/shrubs;  <input type="checkbox"/> _____  <input type="checkbox"/> _____ </div> </div>		
P(2)	9	<b>Excluded Items:</b> <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;		
Q Allocation of Costs				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)(A)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	Escrow Holder: _____
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): _____
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <u>If Applicable</u>	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <u>If Applicable</u>	
Q(12)	11K(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C	Home warranty plan: _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer waives home warranty plan Issued by: _____	Cost not to exceed \$ _____.
R OTHER TERMS:				
	Sale contingent upon Housing Authority County of San Bernardino's Board of Commissioners approval.			



**4. PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)**A. PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)  
☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)  
☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)  
☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)  
☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)  
☐ Other \_\_\_\_\_

**B. OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # \_\_\_\_\_ (C.A.R. Form ADM)      ☐ Short Sale Addendum (C.A.R. Form SSA)  
☐ Back Up Offer Addendum (C.A.R. Form BUO)      ☐ Court Confirmation Addendum (C.A.R. Form CCA)  
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)  
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)      ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)  
☐ Other \_\_\_\_\_      ☐ Other \_\_\_\_\_

**C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**

- ☒ Buyer's Inspection Advisory (C.A.R. Form BIA)      ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)  
☒ Wire Fraud Advisory (C.A.R. Form WFA)      ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)  
 (Parties may also receive a privacy disclosure from their own Agent.)  
☐ Wildfire Disaster Advisory (C.A.R. Form WDFDA)      ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)  
☐ Trust Advisory (C.A.R. Form TA)      ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)  
☐ REO Advisory (C.A.R. Form REO)      ☐ Probate Advisory (C.A.R. Form PA)  
☐ Other \_\_\_\_\_      ☐ Other \_\_\_\_\_

**5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.**A. DEPOSIT:**

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.  
 (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.  
 (3) **RETENTION OF DEPOSIT: Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**

**B. ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.**C. LOAN(S):**

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.  
 (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.  
 (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.  
 (4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

**D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.**E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.**6. ADDITIONAL FINANCING TERMS:****A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.**B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 7. CLOSING AND POSSESSION:**
- A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
- D. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- E.** Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
- A. LOAN(S):**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- B. APPRAISAL:**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- C. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.
- D. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 14A**.



**E. TITLE:**

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

**F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11K** ("CI Disclosures").**G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.**H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.****I. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

**J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.**9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:****A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, if currently existing at the time of Acceptance.  
**Note:** If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.
- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.



**C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

**10. ALLOCATION OF COSTS:**

**A. INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs **3Q(1), (2), (3), and (5)** only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; **it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**

**B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in **paragraphs 3Q(5) and 3Q(6)**. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

**C. HOME WARRANTY:**

(1) Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

**11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

**A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

(4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**



**B. LEAD DISCLOSURES:**

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

**C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

**D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

**E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.

**F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(3) OR 5 Days** after Delivery of any disclosures specified in paragraphs **11 A, B, C** or **D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

**G. TERMINATION RIGHTS:**

(1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.

(2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

**H. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

**I. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (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. Agents do not have expertise in this area.)

**J. 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. Agents do not have expertise in this area.)

**K. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**L. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.



**M. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

**12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
    - (A) A general home inspection.
    - (B) An inspection for lead-based paint and other lead-based paint hazards.
    - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
    - (D) Any other specific inspections of the physical condition of the land and improvements.
  - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Inspection Advisory (C.A.R. Form BIA) for more.
  - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, and 14A**.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

**13. TITLE AND VESTING:**

- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.



**G.** Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**

**A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 13A, and 13D.**

**B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
- (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraph 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G.**
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 14C(1).**

**C. SELLER RIGHT TO CANCEL:**

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11F**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraphs 5A(2)** and **29**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 28**; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

**D. BUYER RIGHT TO CANCEL:**

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
  - B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.



**19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 18A or paragraph C of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B.** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2).** Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11,** or elsewhere in this Agreement.
- C.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance.** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H,** Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11H.**
- D.** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A,** and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E.** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F.** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and 5A(2).** Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 20. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 21. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 22. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 30A.**
- 23. ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B.** Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K,** Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOA).
- 24. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 25. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.



- B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
- C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
- F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
- I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33**.
- O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
- P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
26. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
27. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
28. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32** or **33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



**29. LIQUIDATED DAMAGES** (By initialing in the space below, you are agreeing to Liquidated Damages):

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**30. MEDIATION:**

- A.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

**31. ARBITRATION OF DISPUTES:**

- A.** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ \_\_\_\_\_ . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



**32. BUYER'S OFFER**

- A. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. ☐ ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_.
  - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_.
- C.** The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.
- D. BUYER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of BUYER: Housing Authority County of San Bernardino

☒ Printed Name of Legally Authorized Signer: Maria Razo Title, if applicable, Executive Director

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of BUYER: \_\_\_\_\_

☐ Printed name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**33. ACCEPTANCE**

- A. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.
- Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.**
- Seller shall return and include the entire agreement with any response.
- ☐ **Seller Counter Offer** (C.A.R. Form SCO or SMO)
- ☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)
- B. ☐ Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_.
  - (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_.
- C.** The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.
- D. SELLER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of SELLER: Marilyn C. Luce

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, Marilyn C. Luce Date: \_\_\_\_\_

Printed name of SELLER: \_\_\_\_\_

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**OFFER NOT ACCEPTED:** \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)

Seller's Initials

**REAL ESTATE BROKERS SECTION:**

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
- 2. Agency relationships are confirmed as stated in paragraph 2.**
- 3. Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- 4. Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 5. Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm \_\_\_\_\_ Lic. # \_\_\_\_\_

By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.**Designated Electronic Delivery Address(es):**

Email \_\_\_\_\_ Text # \_\_\_\_\_

Alternate: \_\_\_\_\_

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

B. Seller's Brokerage Firm \_\_\_\_\_ Lic. # \_\_\_\_\_

By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.**Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):**

Email \_\_\_\_\_ Text # \_\_\_\_\_

Alternate: \_\_\_\_\_

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), Counter Offer numbers \_\_\_\_\_ and \_\_\_\_\_, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by \_\_\_\_\_ that the date of Acceptance of the Agreement is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.**PRESENTATION OF OFFER:** \_\_\_\_\_ / \_\_\_\_\_ Seller's Brokerage Firm presented this offer to Seller on \_\_\_\_\_ (date).

Agent or Seller Initials

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 16 OF 16)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)



## BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

**Property Address** 934 Barbra Lane, Redlands, CA 92374

- 1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- 2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
- 3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
  - A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
  - B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
  - C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
  - D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
  - E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
  - F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
  - G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
  - H. FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
  - I. BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
  - J. RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
  - K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

**L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

**By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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**BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)**

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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,  
DISCLOSURE AND NOTICE**  
(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice ([oag.ca.gov/privacy/ccpa](http://oag.ca.gov/privacy/ccpa)).

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.**

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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**CCPA REVISED 12/21 (PAGE 1 OF 1)**

**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)**

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**February 8, 2022**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Regular Meeting Minutes for Meeting Held on January 11, 2022

**RECOMMENDATION(S)**

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on January 11, 2022.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**HACSB communication is open, honest, and consistent.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there are no financial impacts associated with this item.

**BACKGROUND INFORMATION**

The HACSB Board of Commissioners (Board) Regular Meeting took place on January 11, 2022, and attached are the comprehensive minutes for review and approval by the Board.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
January 11, 2022**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 828 0391 9671, Password 752957) at 3:01 p.m. on January 11, 2022.

Details of the meeting discussion can be obtained through the recording of the Board of Commissioners meeting through a Public Records Request submitted in person or through the HACSB website: <https://hacsb.com/public-records-request/>

**1) Call to Order and Roll Call**

The meeting was called to order, and upon roll call, the following were present:

Vice Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Chair Johnson was recorded as absent. Commissioner Munoz was recorded as absent, and her Board seat is vacant as of the date of the meeting.

Also in attendance were Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Director of Policy and Public Relations, Nicole Beydler; Sr. Management Analyst, Renee Kangas; Management Analyst, Ronald Kennedy; Kristin Maithonis, Assistant Director of Housing Services; Perlle Liu, Asset Management Analyst; Evan Miles, Project Manager; Angie Lardapide, Procurement and Contracts Supervisor; Jesse Diaz, Finance Manager; Ronald Kennedy, Management Analyst; George Silva, Family Empowerment Services Manager and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante and Colin Tanner, Legal Counsel to the Housing Authority.

**2) Additions or Deletions to the Agenda**

The Vice-Chair called for additions or deletions to the January 11, 2022, agenda. There were none.

**3) General Public Comment**

The Vice-Chair provided an opportunity for members of the public to address the Board of Commissioners. There were no public comments.

**4) Closed Session**

Closed Session described as follows was held by the HACSB Board of Commissioners, designated leadership team and Legal Counsel:

CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Gov't Code Section 54957.6: HACSB designated negotiator/representative: Jennifer Dawson, Director of Human Resources; Employee organization: Teamsters Local 1932

Following closed session, General Counsel Fred Galante reported that the Board of Commissioners held a closed session to discuss the item, as listed on the agenda, and no reportable action was taken.

#### **5) Executive Director's Report**

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the report.

#### **6) Board Building Presentation**

The Board Building Presentation was requested.

Executive Director Razo gave the Board Building Presentation which included an overview of the agency goals and accomplishments.

Discussion amongst the Board of Commissioners took place regarding the presentation.

#### **7) Emergency Housing Vouchers Implementation Update**

Discussion calendar item number 7 to receive update from staff on Emergency Housing Vouchers implementation, was requested.

Executive Director Razo explained the item.

#### **8) Resolution No. 132**

Discussion Calendar item number 8 to Adopt Resolution No. 132 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of January 14, 2022 through February 13, 2022, was requested.

Executive Director Razo and Legal Counsel Fred Galante explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 2, as recommended by staff and Commissioner Tarango seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Vice Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

**9) Resolution No. 133**

Discussion calendar item number 9 to Adopt Resolution No. 133 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 9, as recommended by staff, and Commissioner Miller duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Vice Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

**10) Amendment No. 1 to Contract PC1223**

Discussion calendar item number 10 to 1) Approve Amendment No. 1 to contract No. PC1223, effective February 1, 2022, with Nan McKay and Associates, Inc. for Housing Choice Voucher Case Management Services, increasing the current contract amount by \$539,000 for a total amount not to exceed \$714,000 and exercising the option to extend the term by a single year through January 31, 2023, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Nan McKay and Associates, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the item.

Commissioner Tarango moved to approve discussion calendar item number 10, as recommended by staff, and Commissioner Pinedo duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Vice Chair Cooper

Nays

Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

**11) Approve Amendment No. 4 to Contract PC963**

Discussion calendar item number 11 to 1) Approve Amendment No. 4 to Contract No. PC963, effective February 1, 2022, with Wells Fargo Bank N.A. for Banking Services, increasing the current contract amount by \$93,010.43 for a total contract amount not to exceed \$427,546.71 for the last option year through January 1, 2023, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Wells Fargo Bank N.A. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Tarango moved to approve the discussion calendar item number 11 as recommended by staff. The motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Vice Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

**12-14) Consent Items**

Approval of the consent calendar agenda items numbers 12 - 14 was requested.

Commissioner Tarango moved to approve consent calendar agenda item numbers 12-14, to:

12) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on December 14, 2021.

13) Approve and file Agency-wide Financial Statements through September 2021.

14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of October 2021.

The motion was duly seconded by Commissioner Pinedo and upon roll call the Ayes and Nays were as follows:

Ayes

Vice Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo

Nays

Commissioner Tarango

Vice Chair Cooper provided an opportunity for individual Board member comments.

Commissioner MacDuff provided comments regarding the importance of tenant education on fire safety.

Vice Chair Cooper, Commissioner Miller, and Commissioner MacDuff shared a few words in recognition of Commissioner Jessie Muñoz.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, January 11, 2022, to be adjourned in honor of Commissioner Muñoz, which motion was duly seconded by Commissioner Miller. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:18 p.m.

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Tim Johnson, Chair

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Beau Cooper, Vice Chair

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Cassie MacDuff

---

Sylvia Miller

---

Dr. Ciriaco “Cid” Pinedo

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Bobby Tarango

Attest:

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Secretary

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**February 8, 2022**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Agency-wide Financial Statements through October 2021

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through October 2021.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**We have a healthy organization marked by financial stability and a culture of respect, empowerment, and passion for the mission.**

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net income through October 2021 for Federal Fiscal Year (FFY) 2021-22 is \$1,793,901. The net income is currently greater than the anticipated \$354,569 net income, with a variance of \$1.4 million. The primary reasons for the budget variance are included below.

There are lower than anticipated costs in administrative expenses in the amount of \$750k mainly due to timing related to the computer software annual costs along with physical needs work that was budgeted, but will be completed later in the year in the amount of \$700 thousand (reflected in the extraordinary maintenance expenses line). Examples of extraordinary maintenance expenses budgeted include asphalt repairs, concrete repairs, roofing work and exterior painting. Housing assistance payments are \$800 thousand lower than expected due a current lower lease rate. We currently have over 1,000 families with a voucher searching for a home to rent. The monthly expenses for 1,000 families at the current average housing assistance payments per unit cost of \$819 would equate to \$819,000 per month. Depreciation expenses and other non-operating items are not budgeted and amount to \$450 thousand through October 2021.

<b>Financial Summary</b>	<b>FY 2022 YTD</b>
Revenues	\$12,372,628
Expenses	\$10,134,433
Operating Net Income/(Loss)	\$2,238,195
Operating Transfers/Non-Operating Items	\$444,294
<b>Net Income/(Loss)</b>	<b>\$1,793,902</b>

## **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2021-22 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by the pandemic.

Despite ongoing challenges, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, enhancing partnerships that will assist our staff and families, and a continued passion for our agency's mission.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

## HACSB Budget Comparison

Period = Oct 2021

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	2,241,102	2,174,445	66,657	3.07	26,093,339
Total Other Tenant Income	46,246	50,223	-3,977	-7.92	600,732
NET TENANT INCOME	2,287,348	2,224,668	62,680	2.82	26,694,072
GRANT INCOME					
TOTAL GRANT INCOME	9,647,117	11,401,723	-1,754,606	-15.39	136,820,678
OTHER INCOME					
TOTAL OTHER INCOME	438,163	430,801	7,361	1.71	6,918,012
TOTAL INCOME	12,372,628	14,057,193	-1,684,564	-11.98	170,432,762
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	0	865,086	865,086	100.00	10,381,030
ADMINISTRATIVE					
Total Administrative Salaries	765,465	828,269	62,804	7.58	14,891,275
Total Legal Expense	755	41,639	40,884	98.19	493,744
Total Other Admin Expenses	459,817	513,636	53,820	10.48	6,012,450
Total Miscellaneous Admin Expenses	45,246	647,719	602,472	93.01	2,799,577
TOTAL ADMINISTRATIVE EXPENSES	1,271,283	2,031,264	759,981	37.41	24,197,045
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	38,109	17,438	-20,671	-118.54	212,482
UTILITIES					
TOTAL UTILITY EXPENSES	168,656	289,739	121,083	41.79	3,883,825
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	178,626	170,122	-8,504	-5.00	2,768,190
Total Materials	65,411	78,412	13,001	16.58	936,669
Total Contract Costs	34,934	338,375	303,441	89.68	4,048,806
TOTAL MAINTENANCE EXPENSES	278,971	586,909	307,938	52.47	7,753,664
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	75,522	118,504	42,983	36.27	1,218,695
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	44,070	745,635	701,565	94.09	3,710,753
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	8,138,360	8,926,745	788,385	8.83	107,120,942
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	119,463	121,304	1,841	1.52	1,455,642
TOTAL OPERATING EXPENSES	10,134,433	13,702,623	3,568,191	26.04	159,934,078
<b>OPERATING NET INCOME</b>	<b>2,238,195</b>	<b>354,569</b>	<b>1,883,626</b>	<b>531.24</b>	<b>10,498,684</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	444,294	0	-444,294	N/A	0
NET INCOME	1,793,902	354,569	1,439,332	405.94	10,498,684

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**February 8, 2022**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of November 2021

**RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of November 2021.

(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**HACSB communication is open, honest, and consistent.**

**HACSB has secured the resources needed for accomplishing its mission.**

**FINANCIAL IMPACT**

The accounts receivable loss for the month ending November 30, 2021, is \$7,659.40. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget. The monthly losses as detailed below, are in line with the budgeted losses and historical trends.

**BACKGROUND INFORMATION**

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and also include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with HACSB's contracted collection agency. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period are primarily for voluntary move-outs and skips. The total write-off for the month of November 2021 is \$7,659.40, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
403 – Summit Walk	1	\$1,367.00
407 – Sunset Pointe	2	(\$457.00)

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month of November 2021  
February 8, 2021

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
408 – Sunrise Vista	3	\$540.00
414 – Redwood	2	\$206.00
418 – Grandview	0	-
420 – Desert View	1	(\$10.00)
423 – Mesa Gardens	0	-
432b – Van Leuven 14	1	-
Concessions Write Off		\$895.00
<b>TOTAL RENT WRITE OFF</b>	10	\$2,541.00
Miscellaneous Charges		\$200.00
Maintenance Charges		\$9,453.40
Legal Charges		-
Security Deposits Applied		(\$4,535.00)
<b>NET TOTAL WRITE OFF</b>		\$7,659.40

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 21, 2022.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 11/30/21

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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<b>403 - Summit Walk</b>													
1	M.	A.		V	1,475.00	1,367.00	-	50.00	942.00		2,359.00	1,035.00	1,324.00
							-				-		-
<b>TOTALS:</b>						<b>1,367.00</b>	<b>-</b>	<b>50.00</b>	<b>942.00</b>	<b>-</b>	<b>2,359.00</b>	<b>1,035.00</b>	<b>1,324.00</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	30 Day Notice	10/27/21								11/16/21

<b>407 - Sunset Pointe</b>													
2	P.	V.				-		(52.00)		(52.00)			(52.00)
3	H.	M.				-		(890.00)		(890.00)			(890.00)
4	M.	G.		S	825.00	2,287.00	-	75.00	1,412.00		3,774.00	400.00	3,374.00
5	F.	M.		V	925.00	(2,744.00)	-		4,433.14		1,689.14	900.00	789.14
<b>TOTALS:</b>						<b>(457.00)</b>	<b>-</b>	<b>75.00</b>	<b>4,903.14</b>	<b>-</b>	<b>4,521.14</b>	<b>1,300.00</b>	<b>3,221.14</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
2	Payment on bad debt									
3	Payment on bad debt									
4	Skip									11/15/21
5	60 Day Notice	02/01/21								11/01/21

<b>408 - Sunrise Vista</b>													
6	D.	A.						(855.00)		(855.00)			(855.00)
7	R.	B.		V	856.00	175.00			1,395.00		1,570.00	100.00	1,470.00
8	L.	K.		V	895.00	358.00	895.00	75.00	783.85		2,111.85	600.00	1,511.85
9	W.	C.		V	825.00	7.00			577.56		584.56	400.00	184.56
							-		-		-		-
<b>TOTALS:</b>						<b>540.00</b>	<b>895.00</b>	<b>75.00</b>	<b>1,901.41</b>	<b>-</b>	<b>3,411.41</b>	<b>1,100.00</b>	<b>2,311.41</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
6	Payment on bad debt									
7	30 Day Notice	11/01/21								11/05/21
8	30 Day Notice	10/08/21								11/12/21
9	60 Day Notice	09/01/21								11/01/21

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 11/30/21

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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<b>414 - Redwood</b>													
10	M.	G.		V	1,140.00	97.00	-		347.00		444.00	400.00	44.00
11	C.	P.		V	1,140.00	109.00	-		200.00		309.00	200.00	109.00
							-				-		-
<b>TOTALS:</b>						<b>206.00</b>	<b>-</b>	<b>-</b>	<b>547.00</b>	<b>-</b>	<b>753.00</b>	<b>600.00</b>	<b>153.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
10	Death	10/26/21									11/08/21		
11	Death	11/02/21									11/15/21		

418 - Grandview													
12	S.	A.					-		(50.00)		(50.00)		(50.00)
							-				-		-
TOTALS:						-	-	-	(50.00)	-	(50.00)	-	(50.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
12	Payment on bad debt												

<b>420 - Desert View</b>													
13	K.	Y.		V	650.00	(10.00)			594.00		584.00	500.00	84.00
							-				-		-
<b>TOTALS:</b>						<b>(10.00)</b>	<b>-</b>	<b>-</b>	<b>594.00</b>	<b>-</b>	<b>584.00</b>	<b>500.00</b>	<b>84.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
13	30 Day Notice	09/27/21									11/03/21		

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated

\*\*Unpaid Misc: Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 11/30/21

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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<b>423 - Mesa Gardens</b>													
14	T.	T.					-	-	(134.00)		(134.00)		(134.00)
<b>TOTALS:</b>						-	-	-	(134.00)	-	(134.00)	-	(134.00)

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
14	Payment on bad debt									

<b>432b - Van Leuven 14</b>													
15	W.	A.		V					749.85		749.85		749.85
											-		-
<b>TOTALS:</b>						-	-	-	749.85	-	749.85	-	749.85

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
15	Previous month write off adjustment, reverse transfer to new unit									

<b>ALL PROPERTY TOTALS:</b>						<b>1,646.00</b>	<b>895.00</b>	<b>200.00</b>	<b>9,453.40</b>	<b>-</b>	<b>12,194.40</b>	<b>4,535.00</b>	<b>7,659.40</b>
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Submitted by: Lucy Leslie Date: 12/13/2021

Reviewed by: Rishad Mitha Date:

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc.:

Stipulated agreements for rent, maintenance charges, late charges, etc.