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**FILED**  
Superior Court Of California,  
Sacramento  
12/03/2018  
iromo2  
By \_\_\_\_\_, Deputy  
Case Number:  
**34-2018-00245644**

6 Attorneys for Plaintiffs BRUCE  
7 PETERSON and DEANNA PETERSON

8 SUPERIOR COURT OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SACRAMENTO

12 BRUCE PETERSON, an individual;  
13 DEANNA PETERSON, an individual;

14 Plaintiffs,

14 v.

15 PAUL FEITSER, an individual; STIX  
16 DEVELOPMENT, a California corporation;  
17 VENIAMIN BONDARUK a/k/a BEN  
18 BONDARUK, an individual; HBR, INC. d/b/a  
19 HYBRID GROUP REALTY, a California  
20 corporation; DOES 1-35;

21 Defendants.

Case No. \_\_\_\_\_

**COMPLAINT FOR DAMAGES**

**BY FAX**

21 Plaintiffs BRUCE PETERSON and DEANNA PETERSON hereby allege:

22 1. Plaintiffs BRUCE PETERSON and DEANNA PETERSON (collectively,  
23 "PLAINTIFFS") are individuals residing in the Sacramento County, California.

24 2. PLAINTIFFS bring this action arising from the purchase and sale of new construction  
25 residential real property situated at 7421 Hickory Avenue, Orangevale, California 95662  
26 ("Residence"). PLAINTIFFS are the purchasers and homeowners of the Residence, which is located  
27 in Sacramento County, California.

28 ///

**COMPLAINT**

1           3.       PLAINTIFFS are informed and believe that Defendant PAUL FEITSER ("FEITSER")  
2 is an individual residing in Sacramento County, California. FEITSER was the purported "owner-  
3 builder" of the Residence.

4           4.       PLAINTIFFS are informed and believe that Defendant STIX DEVELOPMENT  
5 ("STIX") is a California corporation with its principal place of business in Placer County, California.  
6 PLAINTIFFS are informed and believe that FEITSER owns and controls STIX and utilizes STIX to  
7 develop residential properties in the Greater Sacramento area.

8           5.       PLAINTIFFS are informed and believe Defendant VENIAMIN BONDARUK a.k.a  
9 BEN BONDARUK ("BONDARUK") is an individual residing in Sacramento County, California,  
10 carrying California Real Estate Sales Agent License No. 01954285.

11          6.       PLAINTIFFS are informed and believe Defendant HBR, INC. d/b/a HYBRID GROUP  
12 REALTY ("HYBRID") is a California corporation with its principal place of business in Sacramento  
13 County, California, carrying California Real Estate Broker License No. 01977652. HYBRID acted as  
14 "dual agent" for PLAINTIFFS as buyers and FEISTER as seller of the Residence.

15          7.       FEITSER and STIX are collectively referred to herein as "OWNER DEFENDANTS."  
16 BONDARUK and HYBRID are collectively referred to herein as "AGENT DEFENDANTS."

17          8.       PLAINTIFFS are informed and believe that DOES 1 through 35 inclusive, whether  
18 individual, corporate, associate or otherwise, are fictitious names of Defendants whose true names and  
19 capacities are, at this time, unknown to PLAINTIFFS. PLAINTIFFS are informed and believe that at  
20 all times mentioned each of the Defendants sued as DOES 1 through 25 inclusive were the developers,  
21 builders, and/or owners of the Residence. PLAINTIFFS are informed and believe DOES 1 through 25  
22 are responsible to PLAINTIFFS for the wrongful conduct alleged herein or are in some manner liable  
23 to PLAINTIFFS for the occurrences alleged herein. PLAINTIFFS are informed and believe that DOES  
24 26 through 35 were business partners, joint ventures, associates, members, or other persons or entities  
25 that invested, co-developed, and contributed to the Residence with OWNER DEFENDANTS and are  
26 jointly and severally liable for the damages that PLAINTIFFS have sustained. PLAINTIFFS will  
27 amend this complaint once the true names of the fictitiously named DOE Defendants are ascertained.  
28 DOES 1 through 35 shall be included as "OWNER DEFENDANTS," along with Defendants

1 FEITSER and STIX, where applicable.

2 9. PLAINTIFFS are informed and believe that, at all times herein mentioned, each of the  
3 OWNER DEFENDANTS was acting on his, her or its own behalf and as an agent, representative,  
4 partner, or employee of each of the other OWNER DEFENDANTS and was acting in the course and  
5 scope of such agency, employment and representation. PLAINTIFFS are further informed and believe  
6 that each of the OWNER DEFENDANTS directed, authorized, affirmed, consented to, ratified,  
7 encouraged, approved, adopted, and/or participated in the acts or transactions of each or any of the  
8 other OWNER DEFENDANTS as alleged.

9 10. This Court has jurisdiction over this action because: (1) PLAINTIFFS were and are  
10 residents of Sacramento County; (2) the Residence is located in the Sacramento County; (3) the  
11 Purchase Agreement was to be performed in the Sacramento County; (4) the OWNER DEFENDANTS  
12 conducted business and engaged in acts, omissions and transactions that occurred in the Sacramento  
13 County; (5) PLAINTIFFS are informed and believe FEITSER is a resident of Sacramento County;  
14 and (6) PLAINTIFFS are informed and believe AGENT DEFENDANTS reside and/or have principal  
15 places of business in Sacramento County. Venue in this Court is proper because: (1) various acts,  
16 omissions and transactions alleged herein were performed or were to be performed in the Sacramento  
17 County; (2) the situs of the Residence is located in the Sacramento County; (3) the formation of the  
18 contract alleged herein was in Sacramento County.

19 **GENERAL ALLEGATIONS**

20 11. On information and belief, OWNER DEFENDANTS, including FEITSER and STIX  
21 are regularly engaged in the business purchasing real property, residential homes or lots, to develop  
22 and perform new construction, alternations, remodeling, maintenance, and improvements to these  
23 homes or lots for the purpose of marketing and selling the finished home to members of the public at  
24 large, or to contract with others to do the same.

25 12. On information and belief, OWNER DEFENDANTS purchased the two lots that  
26 constitute the Residence as part of a business venture and never intended on using the lots and/or  
27 subsequently constructed Residence as a personal residence.

28 ///

1           13. On information and belief, the OWNER DEFENDANTS built and/or owned the  
2 Residence as a business investment and performed new construction, alteration, repairs,  
3 improvements, and/or remodeling to the Residence.

4           14. PLAINTIFFS were presented the opportunity to purchase the Residence as a result of  
5 the OWNER DEFENDANTS and AGENT DEFENDANTS marketing the Residence for sale to  
6 members of the public at large as a brand new construction.

7           15. In or around late September/October 2016, PLAINTIFFS entered into a purchase  
8 agreement with FEITSER to purchase residential real property located at 7421 Hickory Ave.,  
9 Orangevale, CA 95662 (the "Purchase Agreement"). A copy of the Purchase Agreement is attached  
10 as **Exhibit A** and incorporated herein by reference.

11           16. As part of the Purchase Agreement, on or about October 28, 2016, PLAINTIFFS and  
12 FEITSER entered into Addendum No. 3 to the Purchase Agreement, ("Addendum No. 3"), which  
13 provided:

14           Seller to leave \$10,000 in escrow as a security deposit until all work and repairs are  
15 complete to the satisfaction of both parties. Upon the successful completion of all work  
16 and/or repairs, buyers agree to release in full said deposit to the seller. Sellers have no more  
17 than 30 days from close of escrow to complete said work.

18           If work is not completed within the 30 day limit or an extension of terms [acceptable  
19 reasons for extension would be IE: delay in delivery of needed materials from  
20 manufacturer, etc. which are out of sellers control] can not be negotiated and agreed upon  
21 by both parties, the seller agree that the buyers can hire contractors to finish said work and  
22 provide receipts and/or invoices to escrow to be paid from the \$10,000 security deposit.

23           When all work is finished the remaining funds are to be released to the seller. Additionally,  
24 the buyers would release the seller from completing any work that was hired out for  
25 completion.

26           **This would not release the seller from the standard warranties provided to buyers on  
27 new construction, IE: 1 year on fit and finish defects and the 10 year builder defects,  
28 etc. [Emphasis added]**

17. Prior to finalizing the purchase of the Residence and closing escrow, the OWNER  
DEFENDANTS and/or AGENT DEFENDANTS made numerous assertions of fact, representations  
and omissions about the Residence that PLAINTIFFS materially relied upon in deciding to purchase  
the Residence, including but not limited to that the Residence was a "Brand New Custom Home" and



1 was advertised to PLAINTIFFS as such.

2 18. After close of escrow, PLAINTIFFS assumed possession of the Residence and  
3 commenced occupying the Residence. Despite obligations by FEITSER and representations by  
4 BONDARUK, there was a stop work order issued on the Residence. FEITSER refused to repair items  
5 pursuant to Addendum No. 3 and has continuously refused to authorize that escrow funds be released  
6 to PLAINTIFFS under the terms of Addendum No. 3, despite requests being made. FEITSER had  
7 further agreed to provide certain information and documents pertaining to the Residence before and/or  
8 after the close of escrow on the Residence, yet FEITSER has failed to provide the information and  
9 documents.

10 19. After occupying the Residence, PLAINTIFFS discovered defects in the design,  
11 construction, workmanship and materials throughout the Residence beyond those items identified  
12 before close of escrow and subject to Addendum No. 3. The defect issues in the Residence include but  
13 are not limited to the following:

- 14 a. Kitchen stove exhaust fan missing parts.
- 15 b. Kitchen counter top.
- 16 c. Family room south slider double pane glass failure.
- 17 d. Guest suite door has unrepairable stain, pimples, water damage and require  
18 replacing.
- 19 e. Laundry room door has unrepairable stain, pimples, water damage and require  
20 replacing.
- 21 f. Garage door has unrepairable stain, pimples, water damage and require replacing
- 22 g. Data closet/foyer door has unrepairable stain, pimples, water damage and require  
23 replacing.
- 24 h. Linen closet door has unrepairable stain, pimples, water damage and require  
25 replacing.
- 26 i. Guest bedroom close door handle fell off.
- 27 j. Front entry doors upper and lower locking pegs defects.
- 28 k. Front entry doors exterior and interior finish damaged during construction.
- l. Doorbell wiring non-functional.
- m. Front entry door weather stripping on bottom has air gaps.
- n. Front entry foyer tile and grout stained.
- o. Fire inspection report not provided.
- p. Door sleepers (7) missing metal flashing and paint to match door jambs.
- q. Flashing into front gutters from roof does not prevent gutter overflow condition on  
both sides.
- r. Gutters improperly installed at front entry door, causing issue with stucco and  
mineral deposit issues due to improper gutter installation.
- s. Exterior garage car doors (2) without proper weather strip and includes gaps  
allowing pest intrusion.

- 1 t. Garage electrical power circuit tripped on hot days.  
2 u. Failure to provide wood floor care and maintenance instructions and product  
3 information.  
4 v. Wooden floors have paint and plaster stains, furniture scratches, splinter-like areas.  
5 w. Floor planks improperly installed causing squeaks, pops and looseness in dining  
6 area, near microwave, and in bedroom hallway.  
7 x. Laundry room LED overhead light flicking.  
8 y. Guest suite issues with caulking between slider and floor  
9 z. Guest suite wet bar faucet improperly installed and missing piece.  
10 aa. Guest suite exterior sconce light non-functioning.  
11 bb. Guest suite built-in refrigerator non-functioning.  
12 cc. Master bath center drawer does not remain closed.  
13 dd. Master bath cabinet trim nail hole filler smears and glistens.  
14 ee. Living room hutch countertop damages during construction.  
15 ff. Living room hutch center drawer installed improperly and angled.  
16 gg. Living room hutch lower cabinet doors.  
17 hh. Wet bar cabinet trim wood species does not match doors.  
18 ii. Wet bar cabinet trim nail hole filler smears and glistens.  
19 jj. Wet bar cabinet door finish from seller does not match rest of unit.  
20 kk. Wet bar cabinet door lacks handles.  
21 ll. Kitchen upper glass doors are unlevel.  
22 mm. Kitchen cabinet trims wood species does not match doors.  
23 nn. Kitchen cabinet trim nail hole filler smears and glistens.  
24 oo. Kitchen cabinet doors (2) underneath microwave installed with wrong finish and  
25 does not match unit.  
26 pp. Kitchen cabinet door (2) finish installed by seller above refrigerator does not match  
27 unit.  
28 qq. Kitchen cabinet doors above refrigerator needs handles installed to match rest of  
unit.  
rr. Kitchen island cabinet panels nail holes  
ss. Kitchen island cabinet replacement doors finish does not match rest of unit.  
tt. Failure to provide blue prints requested.  
uu. Paint peeling on window sills in master bath, master bedroom, walls, and living  
room.  
vv. Low voltage wiring failed when contractor installed security cameras showing  
CAT5 cabling issues.  
ww. Live, unterminated electrical wire left in data closet.

20. PLAINTIFFS made attempts to raise the issues involved with the Residence to  
FEITSER, including by and through his real estate agent BONDARUK, which have been unsuccessful  
to date. PLAINTIFFS are informed and believe that BONDARUK made false and misleading  
statements to PLAINTIFFS either for his own gain, or as an agent of FEITSER, including regarding  
repairs and information pertaining to the Residence and FEITSER. In and around October and  
November of 2016, BONDARUK misrepresented to PLAINTIFFS, including through statements to

1 PLAINTIFFS' real estate agent Ed Kroesing, who is also a sales agent for HYBRID, that certain  
2 repairs would be made, that information would be provided regarding the Residence, and that  
3 equipment needed to resolve issues with appliances had been ordered. It was subsequently determined  
4 that BONDARUK misrepresented facts about the Residence and failed to disclose information  
5 material to the value of the Residence.

6 21. PLAINTIFFS are informed and believe that, at all times relevant, BONDARUK was  
7 acting in the course and scope of his role as a real estate sales agent under HYBRID, a licensed real  
8 estate broker.

9 22. In or around August 27, 2017, PLAINTIFFS submitted a letter to FEITSER with a list  
10 of defects and deficiencies, expressing a desire to cooperate and review the issues. FEITSER did not  
11 respond to this letter.

12 23. On October 19, 2017, PLAINTIFFS, by and through an attorney, sent a letter to  
13 FEITSER at three addresses found to be associated with FEITSER, including the address provided to  
14 the Secretary of State for service of process for STIX. The letter was also sent to BONDARUK care  
15 of FEITSER. A copy of the letter is attached as **Exhibit B** and incorporated herein by reference. The  
16 letter provided a detailed list of defects and information pursuant to the Right to Repair Act and  
17 requested a timely response. The letter also sought release of funds from escrow due FEITSER's failure  
18 to repair in the time agreed and to reimburse PLAINTIFFS for costs incurred for repairs conducted.  
19 FEITSER did not respond to the letters.

20 24. PLAINTIFFS are informed and believe that PLAINTIFFS' pre-litigation requirements  
21 under Civil Code § 910 *et seq.* have been fulfilled. OWNER DEFENDANTS, including FEITSER,  
22 have failed to comply with obligations under Civil Code § 912 *et seq.*, including failing to provide  
23 necessary information and documents, and as a result are not entitled to any protections under pre-  
24 litigation Right to Repair Act procedure, including under Civil Code §§ 910 to 938.

25 25. In or around February 2018, pursuant to the Purchase Agreement, PLAINTIFFS  
26 initiated mediation through the California Association of Realtors Real Estate Mediation Center  
27 ("Mediation Center"). On February 26, 2018, the Mediation Center provided notice of the request to  
28 mediation regarding the issues with the Residence. FEITSER did not respond to the request for

1 mediation, and the mediation process was closed.

2 26. On November 12, 2018, PLAINTIFFS caused to be mailed a letter to FEISTER, STIX,  
3 and BONDARUK on behalf of HYBRID requesting whether there is interest in mediation and seeking  
4 a written commitment to do so if there was any interest. None of the DEFENDANTS requested  
5 mediation.

6 27. PLAINTIFFS later discovered that FEITSER has listed the Residence on STIX's social  
7 media pages along with numerous other residential properties listed for sale in the Greater Sacramento  
8 area, which are presented as properties developed by FEITSER by and through STIX and are publicly  
9 displayed as properties listed for sale by BONDARUK. PLAINTIFFS are informed and believe that  
10 FEITSER, STIX, and/or DOES 1 through 25 have regularly and continuously engaged in construction,  
11 alteration, repairs, improvements, or remodeling on numerous other properties. PLAINTIFF are  
12 informed and believe that FEITSER has an expired license with the Contractors State License Board.  
13 PLAINTIFFS are informed and believe that neither FEITSER nor STIX have valid licensure from the  
14 Contractors State License Board. PLAINTIFFS are informed and believe that FEITSER, and other  
15 OWNER DEFENDANTS, were in violation of owner-builder exceptions to contractor's licenses,  
16 including violating Business & Professions Code § 7044. PLAINTIFFS investigation is continuing.

17 **FIRST CAUSE OF ACTION**

18 **Breach of Written Contract**

19 **(Against FEITSER)**

20 28. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these  
21 paragraphs as though fully set forth herein.

22 29. PLAINTIFFS entered into the Purchase Agreement with FEITSER for the Residence.

23 30. PLAINTIFFS have performed all conditions, covenants, and promises required on their  
24 part to be performed in accordance with the terms and conditions of the Purchase Agreement, except  
25 for any terms and conditions prevented, waived or otherwise excused.

26 31. PLAINTIFFS are informed and believe that FEITSER had duties under the Purchase  
27 Agreement to disclose any defects that were known or reasonably should have been known, and to  
28 conduct any construction, alteration, repairs, improvements, or remodeling in a workmanlike manner,

1 free from defects, according to the plans and specifications, in compliance with the requirements of  
2 all applicable building codes, and in compliance with the custom and practice in the trade or industry.

3 32. PLAINTIFFS are informed and believe that the FEITSER breached his duties under  
4 the Purchase Agreement by allowing the defect issues to exist in the Residence and failing to fully  
5 disclose the defect issues to PLAINTIFFS.

6 33. PLAINTIFFS are further informed and believe that FEITSER breached his duties under  
7 the Purchase Agreement, specifically Addendum No. 3, by failing to perform repairs known at the  
8 time of the Purchase Agreement and agreed by FEITSER to be repaired and by failing to follow the  
9 terms of Addendum No. 3 to permit escrow repairs funds to be released to PLAINTIFFS.

10 34. PLAINTIFFS have demanded that the FEITSER perform their obligations pursuant to  
11 the Purchase Agreement, but FEITSER has failed and refused and continues to fail and refuse to  
12 perform his obligations.

13 35. As a proximate and direct result of the breaches by the FEITSER, PLAINTIFFS have  
14 been damaged in an amount according to proof but in an amount no less than three-hundred thousand  
15 dollars (\$300,000.00).

### 17 **SECOND CAUSE OF ACTION**

#### 18 **Violation of Residential Building Standards (Civil Code § 896 et seq.) 19 (Against FEITSER, STIX, and DOES 1-35)**

20 36. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these  
21 paragraphs as though fully set forth herein.

22 37. PLAINTIFFS are informed and believe that OWNER DEFENDANTS and each of  
23 them provided services as developer, builder, seller, contractor, subcontractor, architect, engineer,  
24 consultant, and/or material supplier and developed, planned, improved, designed, supplied materials  
25 for, constructed, and/or sold the Residence to PLAINTIFFS.

26 38. The Residence was constructed in violation of the Residential Building Standards set  
27 forth in California Civil Code § 896 et seq., including but not limited to the violations identified in  
28 Paragraph 19 above. PLAINTIFFS investigation is continuing, and additional violations may be  
discovered as this action proceeds.









1 and harm to PLAINTIFFS. As a proximate and direct result of OWNER DEFENDANTS,  
2 PLAINTIFFS have been damaged in an amount according to proof but in an amount no less than three-  
3 hundred thousand dollars (\$300,000.00).

4 **SIXTH CAUSE OF ACTION**

5 **Negligence**

6 **(Against BONDARUK, HYBRID, and DOES 1-35)**

7 55. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate  
8 these paragraphs as though fully set forth herein.

9 56. PLAINTIFFS are informed and believe that as seller's agent and broker, AGENT  
10 DEFENDANTS, including BONDARUK and HYBRID owed duties of care to PLAINTIFFS as  
11 buyers of the Residence, including but not limited to the duties to exercise reasonable care and skill in  
12 the performance of broker and agent duties, the duties of utmost care, integrity, honesty, and loyalty,  
13 the duties of fair dealing in good faith, and the duties to disclose all facts known to or determined by  
14 AGENT DEFENDANTS regarding the Residence.

15 57. PLAINTIFFS are informed and believe that AGENT DEFENDANTS breached their  
16 duties owed to PLAINTIFFS.

17 58. As a proximate and direct result of AGENT DEFENDANTS' breaches, PLAINTIFFS  
18 have been damaged in an amount according to proof but in an amount no less than three-hundred  
19 thousand dollars (\$300,000.00).

20 **SEVENTH CAUSE OF ACTION**

21 **Negligent Misrepresentation**

22 **(Against BONDARUK, HYBRID, and DOES 1-35)**

23 59. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate  
24 these paragraphs as though fully set forth herein.

25 60. AGENT DEFENDANTS, including BONDARUK in the course and scope of his sales  
26 agent role with HYBRID, owed duties to PLAINTIFFS as buyers of the Residence.

27 61. AGENT DEFENDANTS represented to PLAINTIFFS that certain facts were true.

28 ///



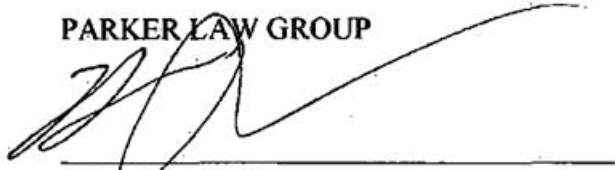


**JURY TRIAL**

PLAINTIFFS hereby demand a jury trial on all causes of action.

DATED: December 3, 2018

PARKER LAW GROUP



PORT J. PARKER  
MYLES G. TAYLOR  
Attorneys for Plaintiffs

PARKER LAW GROUP  
555 Capitol Mall, Suite 1200 Sacramento, CA 95814

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**EXHIBIT A**  
**Purchase Agreement**



**SELLER COUNTER OFFER No. 1**  
May not be used as a multiple counter offer.  
(C.A.R. Form SCO, 11/14)

Date September 30, 2016

This is a counter offer to the:  Purchase Agreement,  Buyer Counter Offer No. \_\_\_\_\_, or  Other \_\_\_\_\_ ("Offer"),  
dated September 28, 2016, on property known as 7421 Hickory Avenue, Orangevale, 95662 ("Property"),  
between Bruce Peterson, Deanna Peterson ("Buyer")  
and Paul Feltser ("Seller").

- 1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
  - A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
  - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

C. **OTHER TERMS:** 1) Escrow/Title 50/50

2) Inspection period to be 10 days. (Reports provided)

3) Order appraisal with 24/48 hours of contract with a RUSH.

4) Item from Addendum #1 removed (Replace island kitchen countertop)

5) 100% staging items do not stay with sale.

D. The following attached addenda are incorporated into this Seller Counter offer:  Addendum No. \_\_\_\_\_

- 2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
  - A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by 10:00  AM  PM on 09/30/2016 (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or Ben Bondaruk, who is authorized to receive it.
  - OR B. If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
  - OR C. If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

Seller Paul Feltser Date 09/30/2016  
Seller \_\_\_\_\_ Date \_\_\_\_\_

5. **ACCEPTANCE: I/WE** accept the above Seller Counter Offer (If checked  SUBJECT TO THE ATTACHED COUNTER OFFER)

and acknowledge receipt of a Copy.  
Buyer Bruce Peterson Date 9/30/2016 Time 5:00  AM/  PM  
Buyer Deanna Peterson Date 9/30/2016 Time 5:00  AM/  PM

CONFIRMATION OF ACCEPTANCE: C53DFC6768324E8...

(P/P) (Initials) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) \_\_\_\_\_ at \_\_\_\_\_  AM/  PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SCO 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
TABLE OF ATTACHED FORMS  
(04/15)**

**Attached Forms**

The RPA-CA includes the following forms in the following order:

- Disclosure Regarding Real Estate Agency (2 pages)  
(C.A.R. Form AD-2)..... (starting on second page)
- Possible Representation - Buyer/Seller (1 page)  
(C.A.R. Form PRBS)..... (starting on fourth page)
- Table of Contents - Residential Purchase Agreement  
(C.A.R. Form TOC-RPA).....(starting on fifth page)
- Residential Purchase Agreement (10 pages)  
(C.A.R. Form RPA-CA)..... (starting on sixth page)
- Buyer Inspection Advisory (1 page)  
(C.A.R. Form BIA)..... (starting on sixteenth page)

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 525 South Virgil Avenue, Los Angeles, California 90020

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**TABLE OF ATTACHED FORMS**





CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)

(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(k) and (m).

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.

BUYER'S AGENT

A selling 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.

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 associate licensees, 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, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

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.

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 BACK (OR A SEPARATE PAGE).

Buyer/Seller/Landlord/Tenant checkboxes and signature line for first agent (Dina Peterson) dated 9/28/2016.

Buyer/Seller/Landlord/Tenant checkboxes and signature line for second agent (Deanna Peterson) dated 9/28/2016.

Agent Hybrid Brokers Realty BRE Lic. # 01977652

By Edward Kroesing Real Estate Broker (Firm) 9/28/2016 BRE Lic. # 01727486 Date

(Salesperson or Broker-Associate) EDWARD KROESING

Agency Disclosure Compliance (Civil Code §2079.14): When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.

When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Signature lines for Seller/Landlord and Date (10-01-2016)

Owner on Record

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



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

**2079.13** As used in Sections 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. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee 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 associate licensee functions. (c) "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. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner 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. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "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 listing agent. (i) "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. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "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. (n) "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. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an 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 selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller'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 selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively 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 listing agent prior to or coincident with the execution of that contract by the seller.

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

(DO NOT COMPLETE, SAMPLE ONLY) \_\_\_\_\_ is the agent of (check one):  the seller exclusively; or  both the buyer and seller.

(Name of Listing Agent)  
(DO NOT COMPLETE, SAMPLE ONLY) \_\_\_\_\_ is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  both the buyer and seller.  
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**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 dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. 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 listing agent from also being a selling agent, and the combination of these functions in one agent 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 12/14 (PAGE 2 OF 2)

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

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Dennis and Brant



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

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

(C.A.R. Form PRBS, 11/14)

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) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) 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	<u>Paul Feitgen</u>	Owner on Record	Date	<u>10-01-2016</u>
Seller	<small>Disclosed by:</small>		Date	
Buyer	<u>Bruce Peterson</u>		Date	<u>9/28/2016</u>
Buyer	<u>Deanna Peterson</u>	<b>Bruce Peterson</b>	Date	
		<b>Deanna Peterson</b>	Date	
Real Estate Broker (Firm)	<u>Hybrid Brokers Realty</u>	CalBRE Lic #	Date	<u>10-01-2016</u>
By	<u>Veniamin Bondaruk</u>	CalBRE Lic # <b>01954285</b>	Date	<u>10-01-2016</u>
Real Estate Broker (Firm)	<u>Hybrid Brokers Realty</u>	CalBRE Lic # <b>01977652</b>	Date	
By	<u>Edward Kroesing</u>	CalBRE Lic # <b>01727486</b>	Date	

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Hybrid Broker Realty, 1545 River Park Dr. #300 Sacramento, CA 95815  
Edward Kroestag

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Phone: 916.825.6999

Fax: 916.910.6302

Deanna and Bruce





CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 09/28/2016

1. OFFER:

- A. THIS IS AN OFFER FROM Bruce Peterson, Deanna Peterson ("Buyer").
B. THE REAL PROPERTY to be acquired is 7421 Hickory Avenue, Orangevale, CA 95662, situated in Orangevale (City), Sacramento (County), California, 95662 (Zip Code), Assessor's Parcel No. 224-0272-014-000 ("Property").
C. THE PURCHASE PRICE offered is Seven Hundred Fifty Thousand Dollars \$ 750,000.00
D. CLOSE OF ESCROW shall occur on (date) or 30 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers 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).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Hybrid Brokers Realty (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent Hybrid Brokers Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
C. 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. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 6,500.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or );
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ) to the agent submitting the offer (or to ), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ). Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or ). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or ) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 675,000.00 This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 68,500.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 750,000.00

Buyer's Initials ( X BP ) ( X DP )

Seller's Initials ( [Signature] ) ( )

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RPA-CA REVISED 12/15 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)



Property Address: **7421 Hickory Avenue, Orangevale, CA 95662**

Date: **September 28, 2016**

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or \_\_\_\_ ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (  Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_\_ ) Days After Acceptance.
- J. LOAN TERMS:**
- (1) LOAN APPLICATIONS:** Within 3 (or \_\_\_\_ ) Days After Acceptance, Buyer shall Deliver to Seller 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 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (  Letter attached.)
- (2) LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. 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. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL:**  
Within 21 (or \_\_\_\_ ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4)  NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, 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 the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit 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.
- K. 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 covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:**
- A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B.**  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:**
- A. ADDENDA:**
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Addendum # 1 (C.A.R. Form ADM)                      |  |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |  |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other   |
- B. BUYER AND SELLER ADVISORIES:**
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |   |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                        | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                          | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                         |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)   | <input type="checkbox"/> Other  |
- 6. OTHER TERMS:** Seller to provide Final permits signed properly off and Certificate of Occupancy  
Terms of this contract are contingent on the sellers agreeing to the terms on Addendum #1
- 7. ALLOCATION OF COSTS**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph 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.
- (1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by \_\_\_\_\_
- (2)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- (3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

Buyer's Initials (  BP ) (  DP )

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

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)





Property Address: 7421 Hickory Avenue, Orangevale, CA 95662

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**B. GOVERNMENT REQUIREMENTS AND RETROFIT:**

- (1)  Buyer  Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii)  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, 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.

**C. ESCROW AND TITLE:**

- (1) (a)  Buyer  Seller shall pay escrow fee 50/50
- (b) Escrow Holder shall be First American Title
- (c) The Parties shall, within 5 (or \_\_\_) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 13E \_\_\_\_\_
- (b) Owner's title policy to be issued by \_\_\_\_\_  
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

**D. OTHER COSTS:**

- (1)  Buyer  Seller shall pay County transfer tax or fee \_\_\_\_\_
- (2)  Buyer  Seller shall pay City transfer tax or fee \_\_\_\_\_
- (3)  Buyer  Seller shall pay Homeowners' Association ("HOA") transfer fee \_\_\_\_\_
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5)  Buyer  Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7)  Buyer  Seller shall pay for any private transfer fee \_\_\_\_\_
- (8)  Buyer  Seller shall pay for \_\_\_\_\_
- (9)  Buyer  Seller shall pay for \_\_\_\_\_
- (10)  Buyer  Seller shall pay for the cost, not to exceed \$ \_\_\_\_\_, of a standard (or  upgraded) one-year home warranty plan, issued by \_\_\_\_\_, with the following optional coverages:  Air Conditioner  Pool/Spa  Other: \_\_\_\_\_  
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR  Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

**8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

**B. ITEMS INCLUDED IN SALE:** Except as otherwise specified or disclosed,

- (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, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked:  all stove(s), except \_\_\_\_\_;  all refrigerator(s) except \_\_\_\_\_;  all washer(s) and dryer(s), except \_\_\_\_\_;
- (3) The following additional items: \_\_\_\_\_
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are ( are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and \_\_\_\_\_, and (ii) are transferred without Seller warranty regardless of value.

**C. ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: (i) 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; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) \_\_\_\_\_

\_\_\_\_\_ Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or  will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials ( EP ) ( VP )

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



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9. CLOSING AND POSSESSION:

- A. Buyer intends (or  does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (  AM/  PM) on the date of Close Of Escrow; (ii)  no later than \_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_  AM/  PM on \_\_\_\_\_.
- C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as  C.A.R. Form SIP, for Seller continued occupancy of less than 30 days,  C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) 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; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or \_\_\_ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR  Tenant to remain in possession (C.A.R. Form TIP).

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 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 ("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).
  - (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, 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 Broker.
  - (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
  - (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
  - (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
  - (6) In the event Seller or Listing Broker, 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, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
  - (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) 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; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 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. 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 Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. 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 Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
  - (1) SELLER HAS: 7 (or \_\_\_ ) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials ( EP ) ( DP )  
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Seller's Initials ( JS ) ( \_\_\_\_\_ )





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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or     ) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (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; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (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.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller 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 permits issued.**

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

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) 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); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon 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. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). 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. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. 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. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- 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 (which Seller is obligated to pay off) 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.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying 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 supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**

Buyer's Initials ( EP ) ( DP )  
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Seller's Initials ( RE ) (      )



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- E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance, if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 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 HAS: 7 (or     ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
  - B. (1) BUYER HAS: 17 (or     ) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), 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 Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
    - (2) Within the time specified in paragraph 14B(1), Buyer may 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 (C.A.R. Form RRRR) Buyer's requests.
    - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or     ) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
    - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, 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 14D(1).
    - (5) Access to Property: Buyer shall have access to the Property to conduct inspections and investigations for 17 (or     ) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
  - C.  REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
  - D. 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 NBP, 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 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - E. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or     ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
  - F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, 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 Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - G. CLOSE OF 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 (or     ) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
  - 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 mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. 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 who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials ( EP ) ( DP )  
RPA-CA REVISED 12/15 (PAGE 6 OF 10)

Seller's Initials ( EP ) (      )



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 10)



Property Address: 7421 Hickory Avenue, Orangevale, CA 95662

Date: September 28, 2016

- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or  ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (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).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. 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. It is understood 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.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed 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. 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 assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be 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). TAX 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:**
- 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 Broker: (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 Broker; (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. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD 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 Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, 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).
- 20. 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, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, 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. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). 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 will 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 (or  ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or  ). 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 Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials ( CP ) ( DP )  
RPA-CA REVISED 12/15 (PAGE 7 OF 10)

Seller's Initials ( KE ) (        )





Property Address: 7421 Hickory Avenue, Orangevale, CA 95662

Date: September 28, 2016

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. 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.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (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.
- E. 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.

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **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. Except as provided in paragraph 14H, 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 RID).**

Buyer's Initials BP DP

Seller's Initials RE I

**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** 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 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 Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. 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. Exclusions from this mediation agreement are specified in paragraph 22C.**

**B. ARBITRATION OF DISPUTES:**

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 Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. 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. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, 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. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

**"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 BP DP

Seller's Initials RE I

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) 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; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials ( X ) ( X )

Seller's Initials ( RE ) ( I )



Property Address: 7421 Hickory Avenue, Orangevale, CA 95862

Date: September 28, 2016

**32. 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 Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: \_\_\_\_\_

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 10-01-2016 SELLER Paula Fitzgerald  
(Print name) Owner on Record

Date \_\_\_\_\_ SELLER \_\_\_\_\_  
(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_ / \_\_\_\_ ) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
(Initials)  AM  PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating 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.

Real Estate Broker (Selling Firm) Hybrid Brokers Realty CalBRE Lic. # 01977652  
 By Edward Kroesing EDWARD KROESING CalBRE Lic. # 01727486 Date 9/28/2016  
 By Designated by: Edward Kroesing CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address 1545 River Park Dr. #300 City Sacramento State CA Zip 95815  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail EKROESING@GMAIL.COM

Real Estate Broker (Listing Firm) Hybrid Brokers Realty CalBRE Lic. # \_\_\_\_\_  
 By Ben Bondaruk Veniamin Bondaruk CalBRE Lic. # 01954285 Date 10-01-2016  
 By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address 1545 River Park Dr Ste 300 City Sacramento State CA Zip 95815  
 Telephone (916)862-1748 Fax (916)333-3455 E-mail SaleByBen@gmail.com

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

**PRESENTATION OF OFFER:** (\_\_\_\_\_) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials \_\_\_\_\_

**REJECTION OF OFFER:** (\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials \_\_\_\_\_

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•525 South Virgil Avenue, Los Angeles, California 90020

RPA-CA REVISED 12/15 (PAGE 10 of 10)

Reviewed by \_\_\_\_\_  
Broker or Designee



**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**BUYER'S INSPECTION ADVISORY**

(C.A.R. Form BIA, Revised 11/14)

Property Address: 7421 Hickory Avenue, Orangevale, CA 95662

("Property").

**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 nonstructural 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 AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties 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 Bruce Peterson 9/28/2016

Buyer Dranna Peterson 9/28/2016

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BIA REVISED 11/14 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)**



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other

dated September 28, 2016, on property known as 7421 Hickory Avenue Orangevale, CA 95862

in which Bruce Peterson, Deanna Peterson is referred to as ("Buyer/Tenant") and Owner on Record is referred to as ("Seller/Landlord").

This offer is contingent on the sellers:

- Modifying wine cabinets into cabinets in kitchen and wet bar in dining room, Replacing drawer microwave with a door microwave of same quality, Installing cabinet doors on cabinet above refrigerator, Replacing cracked island counter top, Touching up chipped paint or runs in paint as needed.

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

Date 9/28/2016 Buyer/Tenant X Bruce Peterson Deanna Peterson

Date 10-01-2016 Seller/Landlord Paul Feitjen Owner on Record

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Reviewed by Date



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 2

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other dated 10/15/2016, on property known as 7421 Hickory Avenue Orangevale, CA 95662

in which Bruce Peterson, Deanna Peterson is referred to as ("Buyer/Tenant") and Owner on Record is referred to as ("Seller/Landlord").

THE SALE OF THIS PROPERTY IS TO INCLUDE TWO PARCELS AS ADVERTISED WITH APN: 224-0272-016-0000 AND 224-0272-014-0000

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

Date 10/15/2016
Buyer/Tenant X Bruce Peterson

Date
Seller/Landlord Owner on Record

Date 10/15/2016
Buyer/Tenant X Deanna Peterson

Seller/Landlord

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 3

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other

dated \_\_\_\_\_, on property known as 7421 Hickory Avenue Orangevale, CA 95662

in which Bruce Peterson, Deanna Peterson is referred to as ("Buyer/Tenant") and Owner on Record is referred to as ("Seller/Landlord").

Seller to leave \$10,000 in escrow as a security deposit until all work and repairs are complete to the satisfaction of both parties. Upon the successful completion of all work and/or repairs, buyers agree to release in full said deposit to the seller. Sellers have no more than 30 days from close of escrow to complete said work.

If work is not completed within the 30 day limit or an extension of terms [acceptable reasons for extension would be IE: delay in delivery of needed materials from manufacturer, etc. which are out of sellers control] can not be negotiated and agreed upon by both parties, the seller agree that the buyers can hire contractors to finish said work and provide receipts and/or invoices to escrow to be paid from the \$10,000 security deposit.

When all work is finished the remaining funds are to be released to the seller. Additionally, the buyers would release the seller from completing any work that was hired out for completion.

This would not release the seller from the standard warranties provided to buyers on new construction, IE: 1 year on fit and finish defects and the 10 year builder defects, etc.

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

Date \_\_\_\_\_

Date 10-28-2016

Buyer/Tenant X Bruce Peterson 10/27/2016

Seller/Landlord Paul Feidgen Owner on Record

Buyer/Tenant X Deanna Peterson 10/27/2016

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

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

**EXHIBIT B**

**10.19.17 Letter to P. Feitser**



**MALOOF LAW GROUP, APC**  
Professional Services, Personally Delivered

---

October 19, 2017

Paul Feitser  
3245 Pope Ave  
Sacramento, CA 95821

**RE: Repairs at 7421 Hickory Avenue, Orangevale  
Bruce and Deanna Peterson, Buyers**

Dear Mr. Feitser:

Our firm was retained to represent Bruce and Deanna Peterson ("Clients" or "Claimants") regarding issues arising out of their purchase of the residence located at 7421 Hickory Avenue, Orangevale, CA 95662 ("Property"). More specifically, the unresolved issues are as follows:

1. Your failure to address the issues raised in the Request for Repairs dated 10/23/2017;

*and*

2. Our Client's identification of workmanship deficiencies and building standard violations for original construction pursuant to Chapter 2, Title 7 of California Civil Code, with You as the builder and seller.

Each issue will be addressed, in turn.

**Failure to address the issues raised in the Request for Repairs dated 10/23/2017**

Our clients made numerous attempts to draw your attention to the defects and deficiencies in construction, materials, appliances and workmanship, among others, starting with the Request for Repairs on October 23, 2016 (the "RFR"). Because of the proximity of the date to close Escrow at the time and in effort to avoid delays, on October 27, 2016, you and our Clients executed Addendum 3 to the Purchase Agreement ("Escrow Holdback Agreement"), whereby \$10,000 was withheld and retained by Escrow as our Client's security toward the repairs outlined in the RFR.

The Escrow Holdback Agreement required that RFR repairs be completed within 30 days of its execution, but despite our Client's best efforts, this timeline has been blatantly ignored. The promises by your agent, Ben Bondaruk, to draw attention to the issues have not been fulfilled. Pursuant to the terms of the Escrow Holdback Agreement, our Clients conducted some of the repairs with intent to be reimbursed from the security deposit, as specified in the Agreement.

*We hereby demand that you instruct the Escrow Officer to reimburse our Client for the repairs conducted in accordance with the terms of the Escrow Holdback Agreement per attached Exhibit 1, Expenses and Exhibit 2, Statement Attachment.*

**Subsequently discovered deficiencies and building standard violations.**

As the Property was "original construction" at the time of its sale to our Clients, Cal. Civ. Code §§ 896-900 *et. seq.* govern this matter.

More specifically, pursuant to Cal. Civ. Code §910, this letter shall constitute your timely Notice of our Client's claim that the Property violates the standards set forth in Cal. Civ. Code §§ 896, 900.

The attached Exhibit 3 specifies building defects and construction deficiencies that were discovered and left unresolved prior to close of escrow as well as those discovered subsequently and to date. The defects and deficiencies fall within the building standards specified in Chapter 2 of Title 7 of California Civil Code and one-year warranty for Fit and Finish provided by § 900 therein. This list, along with an expression of our Clients' good faith desire to cooperate and review the issues, was communicated to you in the letter dated 8/27/2017. You have not given my Clients the courtesy of a response. Moreover, numerous unsuccessful attempts to rectify the situation have been made through Your real estate agent, Ben Bondaruk, and the agent who represented our Clients, Ed Kroesing, both of Hybrid Brokers Realty.

It is patently reasonable for a buyer of a new home, and, in particular, a "Brand New Custom Home," as the Property was advertised, to reap the benefits of new construction. Title 7 of the California Civil Code explains those benefits by providing new home builders guidance as to minimum standards and correspondingly providing buyers paths to recover damages should a builder fail to comply in a timely manner. While it admittedly is not uncommon for a newly built home to have some level of defects and deficiencies, it is wholly improper for a builder to blatantly disregard every effort made by the buyers to address the defects and issues.

We demand that all outstanding construction deficiencies and "Fit and Finish" items outlined in the attached Exhibit 3, Builder Repair Items, be addressed forthwith. The alternative is costly litigation, which our Clients are prepared to pursue if this Notice is ignored, in whole or in part.

Be advised that any failure to respond to this Notice in writing within 14 days will prompt our Clients to initiate a formal proceeding for damages, as permitted by Cal. Civ. Code § 944.

**Written Request for Documents**

In addition to the responses expected and required per the above demands, we hereby request the following items per Cal. Civ. Code §912:

- The Fire Inspection Report, as stipulated in RFR Item 8; and
- Wood Floor Care and Maintenance Instructions and Product Information; and
- Construction Blueprints



**Name and address of agent for notice**

Cal Civ. Code §912 (e) requires the name and address of the agent for notice or the name and address of a previously disclosed third party for the notice to be provided to the homeowner with the original sales documentation. Our Clients have not received such information from you. Therefore, absent the information mandated by statute, the mailing of this letter to your addresses as determined from the public tax records constitutes our best effort to deliver the notice to you.

Please address any and all further inquiries and responses regarding the matters contained in this correspondence to our office, and thank you in advance for your prompt attention to this urgent matter.

Sincerely,  
MALOOF LAW GROUP, APC



By: Nick Maloof  
Its: Attorney at Law

cc: Client  
Ben Bondaruk, Hybrid Broker Realty

**Exhibit 1**

**7421 Hickory  
Builder Repair Items**

			Item (Checkmark = resolved, C = Listed in contract, P = Post occupancy)	Comments
<b>KITCHEN</b>				
A1		RFR 1-7	Island counter top resurface and seal	
A2	✓		Kitchen - Stove: bottom face plate damaged during construction Needs replacement part	Buyer replaced 3/27/17
A3			Kitchen - Stove Exhaust fan - missing blank panels Seller's agent reported parts were ordered 10/26/16	1. Seller was notified prior to close, informed buyers they were on order. Never arrived 2. Buyer's research with manufacturer discovered that parts from manufacturer are not available as unit was made prior to 2011. UNIT NEEDS TO BE REPLACED WITH A COMPARABLE NEW UNIT IN COMPLIANCE WITH CC 6895(g)(13)
A4	✓		Trash Compactor - non-operational since replacing insert by Seller's agent.	Buyer replaced 12/16/16. Buyer returned non-functional parts to Seller's worker.
<b>FAMILY ROOM</b>				
B1			South slider double pane glass has failed. Need replacement	
<b>INTERIOR DOORS</b>				
C1			Guest Suite (1)	Stains, pimples, water damage to interior MDF doors are not repairable with paint and sanding per Sellers painters. Needs to be replaced.
C2			Laundry Room (1)	Stains and water damage to interior MDF doors are not repairable with paint and sanding per Sellers painters. Needs to be replaced.
C3			Garage (1)	Stains and water damage to interior MDF doors are not repairable with paint and sanding per Sellers painters. Needs to be replaced.
C4			Data Closet, Foyer (1)	Stains and water damage to interior MDF doors are not repairable with paint and sanding per Sellers painters. Needs to be replaced.
C5			Linen Closet (1)	Stains and water damage to interior MDF doors are not repairable with paint and sanding per Sellers painters. Needs to be replaced.
<b>ENTRY DOOR</b>				
E1			Front Entry Doors upper and lower locking pegs need adjustment or replace to fully secure	Note: A door repair company on site to repair sliding doors refused to attempt repair of Front Entry Door citing bad installation or defective doors.
E2		RFR 1-6,10	Front Entry doors exterior and interior finish damaged during construction, needs repair or replace.	
E3		RFR 1-9	Door Bell wiring - non functional. Requires testing, certification, or replacement	
E4		RFR 1-10	Front Entry Door weatherstripping on bottom has air gaps. Needs repair or replacement	
E5			Front entry foyer tile and grout stained. Needs repair or replacement.	SurfacePro suggests coloring grout to repair.
<b>FIRE SPRINKLER SYSTEM</b>				
F1		RFR 1-8	Fire Inspection report not provided. Needed for home insurance.	
<b>EXTERIOR DOORS</b>				
G1		RFR 1-11	Door Sleepers (7) to be covered with metal flashing and painted to match door jambs. HI 10.7	
<b>ROOFING</b>				
H1			Flashing into front gutters from roof does not prevent gutter overflow condition (Both sides).	
H2			Gutters installed at front entry door improperly. Terminates into Stucco. South rock column is expressing mineral deposits due to improper gutter installation	
<b>GARAGE</b>				
J1		RFR 1-10	Exterior garage car doors (2) to be properly weather strip and/or free of gaps to prevent pest intrusion.	
J2			Garage electrical power circuit tripped twice on very hot days.	
<b>WOOD FLOORING</b>				
K1			Request Wood Floor care & maintenance instruction and product information.	
K2			Wooden floors have paint and plaster stains, furniture scratches, a few splinter-like areas - pointed out to Sellers on Oct 28. Seller stated repair team would return 10/28 @ 2PM but never showed, nor contacted Buyers	
K3			Floor planks squeak and loose in Dining area	Installed on slab. There should not be any squeeks, or popping in the flooring if installed properly.

**7421 Hickory  
Builder Repair Items**

K4			Floor planks pop and loose near Microwave	Installed on slab. There should not be any squeaks, or popping in the flooring if installed properly.
K5			Floor planks pop and loose in bedroom hallway	Installed on slab. There should not be any squeaks, or popping in the flooring if installed properly.
<b>LAUNDRY ROOM</b>				
L1			Overhead LED light flickers	
<b>GUEST SUITE</b>				
M1		C	Inspect and apply chaulking between slider and floor	
M2	✓	P	Guest Suite wet bar faucet - Improperly installed. The "C" clip was missing.	The spout fell off on 11/19. Appears to be missing parts and at least the washer is damaged upon inspection. Buyer repaired 12/29/2016. Unit not found in manufacturer catalogs 2011-2016
M3	✓	P	Guest Suite exterior sconce light non functioning	Buyer repaired Dec 2016
M4			Guest Suite built-in refrigerator non functioning	At buyers request, inspected by repair service and deemed non repairable - damaged during installation. Freon leak.
<b>BUILT-IN CABINETS</b>				
<b>Master Bath</b>				
Pa1			1. Master bath center drawer will not remain closed	
Pa2			2. Master bath cabinet trim nail hole filler smears, glisens in the light	
<b>Master Hutch</b>				
Pb1			No problems with Master hutch.	
<b>Living Room Hutch</b>				
Pc1			1. Hutch countertop damaged during construction, needs repair.	
Pc2			2. Hutch center drawer installed improperly, angled to the right	
Pc3			3. Hutch lower cabinet doors	
<b>Wet Bar</b>				
Pd1			1. Cabinet trims wood species does not match doors.	
Pd2			2. Cabinet trim nail hole filler smears, glisens in the light	
Pd3			3. Cabinet door finish installed by Seller do not match rest of unit	Builders Defect
Pd4			4. Cabinet doors installed by Seller need handles	Builders Defect
<b>Kitchen</b>				
Pe1			1. Upper glass doors are uneven.	
Pe2			2. Cabinet trims wood species does not match doors.	
Pe3			3. Cabinet trim nail hole filler smears, glisens in the light	
Pe4		C	4. Cabinet doors (2) underneath microwave installed with wrong finish as it does not match rest of unit.	
Pe5		C	5. Finish of cabinet doors (2) installed by Seller above refrigerator does not match rest of unit.	
Pe6		C	6. Cabinet doors above refrigerator need handles installed to match rest of unit.	
<b>Kitchen Island</b>				
Pf1			1. Island cabinet panels (37) : nail holes finished sloppily. It's a mess when lighted.	
Pf2		RFR 1-14	2. Island cabinet replacement doors (4): finish does not match rest of unit	
<b>MISC</b>				
Q1			1. Blue prints requested with Seller's agent, no problem - but never delivered.	
Q2			2. Paint peeling on Window sills: Masterbath, Master Bedroom & w/d, living rooms.	
Q3			3. Low Voltage wiring failed when contractor installed security cameras. CAT5 cabling needs to be repaired/replaced, certified, and terminated.	
Q4			4. Live, unterminated electrical wire in data closet	Corrected by Buyers

**Exhibit 2**

# Expenses

Bruce & Deanna Peterson

7421 Hickory Ave  
Orangevale, CA 95662  
916 792 9905

lvz2rmlactn@valhsg.com

STATEMENT NO. 2

DATE October 19, 2017

**BILL TO** First American Title Company  
Acct: 3402-5315664  
Attn: Jamie Morse-Kincaid  
2425 Fair Oaks Blvd, Suite 6  
Sacramento CA 95825

**COMMENTS**

\$10K escrow account was created and held until Seller completed repairs per sales agreement. Seller refused to perform any repairs. Per contract, 30 days post purchase the seller forfeits funds held in escrow. Costs below show how escrow funds will be used.

Item	DATE	DESCRIPTION	BALANCE	AMOUNT
1	12/16/16	Trash compactor (replaces non operational unit. Ref: D)	\$ (10,000.00)	\$ 923.39
2	3/x/16	Exterior Wall Lamp (replaces non operational unit. Ref: ?)	(9,076.61)	45.00
3	3/8/16	Sliding Door Repair (Ref: 6a)	(9,031.61)	254.00
4	3/27/17	Viking stove backplate (Ref: D)	(8,777.61)	236.11
5	1/23/17	Guest Suite mini-frig service call (Ref: J)	(8,541.50)	79.00
6	5/20/17	Guest Suite mini-frig (Ref: J)	(8,462.50)	693.74
			(7,768.76)	

Make all checks payable to Bruce & Deanna Peterson

**Exhibit 3**

**Statement Attachments**

**Item #1**

**Dec  
16  
2016**

**Order Number:BBY01-794200029260**

**Order Status:Delivered  
2 Items**

**Payment Method**

**MasterCard \*\*\*\*9470**

**\$923.39**

**Order Summary** Print

**Product Total**

**Sales Tax, Fees &  
Surcharges**

**Order Total**

**Order Details**

**BestBuy.com**

**\$854.99**  
**\$68.40**  
**\$923.39**

**Item Details**

<b>GE Profile - Profile 1.4 Cu. Ft. Built-In Trash Compactor - Stainless</b>	<b>Delivery Address</b>	<b>Item Total</b>	<b>\$923.39</b>
<b>Model:GC0156DRSS SKU:9981445 Quantity:1</b>	<b>Bruce Petrus 7421 HICKORY AVE ORANGEVALE, CA 95662 US</b>	<b>Product Price</b>	<b>\$854.99</b>
		<b>Sales Tax, Fees &amp; Surcharges</b>	<b>\$68.40</b>
<b>Status: Delivered</b>			
<b>Delivery Date:12/19/2016 Time: 4PM - 8PM</b>			



Item #3



The Glass Guru of Roseville  
 198 Kirby Way suite 120 Roseville, CA 95678  
 Phone (916) 788 4878  
 Email [roseville@theglassguru.com](mailto:roseville@theglassguru.com)  
 Web [www.TheGlassGuru.com/Roseville](http://www.TheGlassGuru.com/Roseville)

Work Order  
 #WO 2414

<b>Work Location</b>	<b>Work Date</b>	<b>3/8/2017</b>	<b>Technician(s)</b>	<b>Robert Kinzey</b>
<b>Deanna Peterson</b>	<b>Arrival Time</b>	<b>5:00 PM</b>	<b>Contact</b>	<b>Deanna Peterson</b>
<b>7421 Hickory Avenue</b>	<b>Summary</b>	<b>Install Astical Handle</b>		
<b>Orangevale, CA 95662</b>				
<b>Phone: (916) 792 8905</b>				

Item	Description	Qty	Amount
Door Hardware Product	Part: ALLSIDE MORTISE KEEPER Color WHITE	1.00	\$35.00
Door Hardware Product	Part: 94 PATIO DOOR ASTICAL Brand ALLSIDE Color WHITE	1.00	\$85.00
Door Installation	Techs: 1/1	1.00	\$125.00
		<b>Subtotal</b>	<b>\$245.00</b>
		<b>Tax</b>	<b>\$9.30</b>
		<b>Total</b>	<b>\$254.30</b>
		<b>Payments</b>	<b>\$254.30</b>
		<b>Due</b>	<b>\$0.00</b>

Payment Date	Type	CC/Check Number	Amount
3/10/2017	Credit Card	XXXXXXXXXXXX1801	\$129.30
1/23/2017	Credit Card	XXXXXXXXXXXX9478	\$125.00
		<b>Total</b>	<b>\$254.30</b>

**Notes**  
 Get proper latch keeper  
 Called in to adjust









Item 6

# Secure Checkout

Good Evening, Susan  
pctm@andri\_2000@yahoo.com | Tell Your Info

## Shipping Use Another Address

Grace Peterson  
6512 Oakwood Court  
FAIR OAKS, CA 95628  
916-863-1240  
Edit This Address

## Payment Use Another Card

\*\*\*\*8887 1 1220

TEXT Factory Inc  
GRANDEVALE, CA 95862  
Update This Card

CVV (on back of card)



Apply a Gift Card | Have a PO/Inv Code for this order?

### Place Order

\* We are required by law to charge all applicable sales taxes for orders shipped.  
Please note that the amount shown during your checkout is based on estimated taxes. The actual charge to your form of payment will include applicable state and local sales taxes and will be calculated once order is shipped.  
By providing your credit card number and billing Rice Direct, you agree to release or acknowledge that message from Rice Direct when your order is ready for pickup. One year per order. Contact our customer care via a number of channels. You can also receive email alerts regarding shipping and delivery times. Not all features supported. Text to 435-435 for help. Call 1-800-4-DIGITAL for help.  
Local sales taxes may vary from those displayed. Payment should be made in US dollars. We do not accept international orders.  
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## Your Order #693<sup>90</sup> LM Cart (2)

### Ship To Home

-  Magic Chef 15-Quart 7... 5495.00  
Qty: 1  
Get It By Tue, May 30  
No other discounts or flat fee are available. An exception is made, you will get a flat fee for items. Upgrade shipping to \$10.00?
-  The Home Depot 3-Year... 500.00  
Qty: 1  
Get It By Tue, May 30 - FREE

Subtotal 5775.00  
Shipping 975.00  
Estimated Sales Tax\* 835.75  
Apply Tax Exempt ID

**Total #693<sup>90</sup>**

Need help?  
Call us at 1-800-420-3177, 9 a.m. - 2 a.m. ET  
For assistance with custom blinds, call 1-800-821-2110

Live Chat  
Feedback

RECEIVED  
CIVIL DROP BOX

2018 DEC -3 PM 1:39

GDSSC COURTHOUSE  
SUPERIOR COURT  
OF CALIFORNIA  
SACRAMENTO COUNTY