DATE: September 14, 2021

TO: Mayor and Council Members
Chairman and Housing Authority Members

FROM: Section 8, Housing, and Community Development Block Grant Department

SUBJECT: Acquisition and Sale of Property Located at 730 Cory Drive #9, Inglewood, CA 90302 ("Property")

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve the acquisition of the Property by the Inglewood Housing Authority from seller Carol Park for up to $542,000 plus closing cost;
2. Approve the resale of the Property from the Inglewood Housing Authority to affordable income household buyer and Homebuyer Assistance Program lottery winner Sharrell Little at an affordable resale price of $312,500; and
3. Authorize the General Fund to pay for the acquisition and resale costs associated thereto.

It is recommended that the Chairman and Housing Authority Members take the following actions:

1. Approve the acquisition and resale of the Property according to residential purchase agreement and the assignment of agreement addendum documents hereto attached;
2. Authorize the Chairman to sign and deliver all pertinent acquisition and resale documents associated with this property transaction, as well as non-substantive escrow documents to acquire and resell the Property; and
3. Reimburse the General Fund for any advances necessary to consummate the transactions.

BACKGROUND:
On July 30, 2019, and August 8, 2019, the Mayor/Chairman and Council/Housing Authority Members approved a citywide first-time homebuyer program wherein a Homebuyer Assistance Program was developed, including guidelines ("Program and Guidelines"). On October 22, 2019, documents related to said program were approved. Certain unexpected issues arose in connection with the transaction contemplated by Homebuyer Assistance Program lottery winner Sharrell Little and the purchase of Cory condominium unit 9 bearing the address of 730 Cory Drive, #9, Inglewood, CA 90302 (the "Property") from seller Carol Park.

DISCUSSION:
Staff inspected the Property and confirmed its qualification for the Program and Guidelines. After consultation with the lottery winner Sharrell Little, her real estate agent, the seller’s real estate agent, as well as the lottery winner’s lender, staff recommends the Inglewood Housing Authority acquire the Property from the seller Carol Park for up to $542,000, plus standard closing costs, the price and terms negotiated
by Sharrell Little, as supported by an appraisal and valuation relied upon by the lender providing Ms. Little the required $250,000 purchase money for the Property; immediately thereafter, the Authority would resell the Property to Ms. Little at an affordable sales price of $312,500 subject to a restricted grant deed in addition to the Homebuyer Assistance Program documentation. The purpose of this hybrid transaction would be to preserve affordable housing at the same time allow this lottery winner to meet the 30% housing cost requirement under the Homebuyer Assistance Program despite Health & Safety Code section 50052.5(b)(4)—allowing for a statutory deviation to a higher housing cost or “backdrop ratio” which would likely dampen the affordability of the Property for the lottery winner and frustrate the purpose of preserving affordable housing in the City. This acquisition and resale is a hybrid because it places an additional affordability component—a forty-five year affordability restriction on top of the requirements of the Homebuyer Assistance Program previously approved. The Property would be acquired under the attached agreement dated August 10, 2021, which was negotiated between Mmes. Carol Park and Sharrell Little, and resold as set in the September 14, 2021 assignment (also attached).

To meet the tight closing deadlines, the Authority is requesting that funds be advanced from the General Fund upon resale and receipt of the housing bonds from the trustee; after which, the Authority will reimburse the general fund.

There is a risk the Los Angeles County Assessor may reassess the Property and not retain the proposed $312,500 resale price basis which would otherwise be preserved and reinforced by the forty-five year affordability term as set out in section (e) of the restricted grant deed from the Authority to Ms. Little. The risk exists because the Assessor would not allow, pursuant to its interpretation of Revenue & Taxation Code section 402.1, a “buy-out” or “market sale” of the affordability covenants and requires a strict resale restriction throughout the forty-five year affordable term. The Authority and its lottery winner Sharrell Little agree to the resale restrictions and Assessor’s interpretation of this statute. Since the resale restriction is so strict under section (e) of the restricted grant deed, should any revenue sharing transpire, voluntarily or involuntarily during the affordability term, the Authority’s power of termination right under paragraph G of the restricted grant deed would guide the parties at a 47.05% ($255,000/$542,000) share for Sharrell Little and a 52.95% ($287,000/$542,000) share for the Authority subject to the terms of paragraph G of the restricted grant deed as set out therein under Civil Code section 885.010.

FINANCIAL/FUNDING ISSUES AND SOURCES:
The General Fund would advance the funds expected to be $542,000 plus customary closing costs and upon the Authority’s receipt of buyer’s loan proceeds and housing bond funds held by the trustee, the general fund would be made whole in the two separate reimbursements.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Original California Residential Purchase Agreement dated August 10, 2021
Attachment No. 2 – Proposed Assignment of Agreement Addendum dated September 14, 2021

PREPARED BY:
Lori Jones, Grants Coordinator
Roberto Chavez, HUD Program Manager

COUNCIL PRESENTER:
Roberto Chavez, HUD Program Manager
DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL:  
David L. Esparza, Asst. City Manager & CFO

CITY MANAGER/EXECUTIVE DIRECTOR APPROVAL:  
Artic Fields, City Manager Executive Director
Attachment No. 1
DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP
(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

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

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

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

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

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

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

(a) A fiduciary duty of utmost care, integrity, honestly and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

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

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

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

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

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

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

X Buyer □ Seller □ Landlord □ Tenant

Shawntel Little and/or The City of Inglewood, Assignee
801/1/20×× 0:2892468520
Date 08/10/2021

X Buyer □ Seller □ Landlord □ Tenant

Seville Properties
DRE Lic. # 0664848
Date 08/10/2021

Seville Properties, 4150 Century Blvd, Inglewood, CA 90304
Printed 310/05/2020
Fax: 310/08/2020
www.hell.com
CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

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

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2289) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a buyer or seller makes a decision, a decision to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to that duty owed to that party by the broker for whom the salesperson or broker associate functions.

(b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes an assignee of real property. "Contractual real property" means an interest in real property, except (1) single-family residential real property, (2) dwelling units subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome as defined in Section 3783.13, (4) vacant land or (5) a recreational vehicle, as defined in Section 799.23. "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Listing price" is the amount expressed in dollars in the listing for the seller is willing to sell the real property through the seller's agent. "Offering price" is the amount expressed in dollars in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means an interest in real property, except (1) of Section 706 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 15007 of the Health and Safety Code, or a mobilehome as defined in Section 15008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10151.6 of the Business and Professions Code. "Real property transaction" means a transaction for the sale of real property, in which an agent is represented by a buyer, seller, or both a buyer and seller in a transaction, and includes a listing or an offer to purchase. (j) "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 2988, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property on which he or she is the owner from an agent on behalf of another. (n) "Seller's agent" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

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

CONCLUSION: The following agency relationships are confirmed for this transaction:

Seller: [Name of Seller] Agent: [Name of Agent]

Buyer: [Name of Buyer] Agent: [Name of Agent]

All parties acknowledge and confirm that the above disclosures have been made and understood.

2079.18 (Repealed pursuant to AB-1869)

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. This is so even when an agent and the seller or buyer agree to make 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.

2079.21.9 No combination of this article prohibits an agent from accepting, 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 2079.17 are complied with.

2079.21 A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) Confidential information means facts relating to the seller, buyer, or both the seller and the buyer, specific information that has not been made generally available to the public, and information that has value independent of its use in the real estate market, such as the seller's willingness to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not affect in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price. (e) The price includes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.22 A contract between the principal and agent may be modified or altered to change the agency relationship if 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 require either disclosure of or 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.

© 1991-2018, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN AppROPRIATE PROFESSIONAL.
1. EQUAL ACCESS TO HOUSING FOR ALL: All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.

2. FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:
   A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§12990-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   E. OTHER FAIR HOUSING LAWS: Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§554-55.32; any local city or county fair housing ordinances, as applicable.

3. POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.

4. PROTECTED CLASSES/CHARACTERISTICS: Whether specified in Federal or State law, both discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

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5. THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:
   A. California Business & Professions Code ("B&BPC") §10170.5(4)(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §3275(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&BPC §10177(4)(1); 10 CCR §2780

6. REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTOR®.

7. WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobile home parks
   - Insurance companies
   - Sublessors
   - Landlords
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Property managers
   - Government housing services
   - Banks and Mortgage lenders

8. EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:
   A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadverently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.

9. EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:
   A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;
E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information or otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
   (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
   (ii) Charging that person higher rent or increased security deposit, or
   (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

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

11. FAIR HOUSING RIGHTS:
If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
B. State: https://www.dfeh.ca.gov/housing/
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: https://www.dre.ca.gov/Consumers/FileComplaint.html
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:
No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply.
D. An owner of residential property with one to four units that resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, Fair Housing Council v Roommate.com LLC, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race, the FHA and FEHA exemptions do not extend to discrimination based on race.

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

Buyer/Tenant
[Signature]
[Name]
[Address]
[City]
[State] [Zip Code]

Date

Seller/Landlord
[Signature]
[Name]
[Address]
[City]
[State] [Zip Code]

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

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

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

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

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

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

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

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

**Seller**

Carol Park

Date 8/11/2021

**Buyer**

Sherrell Little and/or The City of Inglewood, Assignee

Date 8/10/2021 5:22:08 PM PDT

**Buyer's Brokerage Firm**

Seville Properties

By Angela Whiteway

DRE Lic # 00648439

DRE Lic # 00816844

Date 8/11/2021 8/10/2021

**Seller's Brokerage Firm**

Landon Pacific Real Estate

By Dominic Patriarca

DRE Lic # 02014153

DRE Lic # 01960028

Date 8/11/2021 8/11/2021
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY
(C.A.R. Form WFA, Revised 12/17)

Property Address: 730 Cory Dr. #9, Inglewood, CA 90302

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

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

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

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:
Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-8565
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

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

Buyer/Tenant
Sharefet Park and/or The City of Inglewood, Assignee
Date 08/10/2021

Soldier/Tenant
Dec. 1, 2021 5:02:13 PM PDT

Seller/Landlord
Carol Park
Date 8/11/2021

Seller/Landlord
9202P598449049A

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Produced with Lone Wolf Transactions (p/nForm Edition) 231 Sherman Cr, Cambridge, Ontario, Canada N1T 1S5  www.lwolf.com
CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 08/10/2021

1. OFFER:
A. THIS IS AN OFFER FROM Sharell Little and/or The City of Inglewood, Assignee ("Buyer").
B. THE REAL PROPERTY to be acquired is 730 Cary Dr, #8, Inglewood, CA 90302 situated in
   Inglewood (City), Los Angeles (County), California, 90302 (Lot Code) Assessor's Parcel No. 4017021050 ("Property").
C. THE PURCHASE PRICE offered is Five Hundred Thirty Thousand Dollars $530,000.00

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 confirmed for this transaction:
   - Seller's Brokerage Firm: Landon Pacific Real
     - License Number: 02014153
     - Is the broker of (check one): [X] the seller; [ ] both the buyer and seller (dual agent)
   - Seller's Agent: Dominic Pietranego
   - License Number: 01860005
     - Is (check one): [X] the Seller's Agent. (salesperson or broker associate) [ ] both the Buyer's and Seller's Agent. (dual agent)
   - Buyer's Brokerage Firm: Seville Properties
   - License Number: 00648439
     - Is the broker of (check one): [X] the buyer; [ ] both the buyer and seller (dual agent)
   - Buyer's Agent: Angela Whiteway
   - License Number: 00617484
     - Is (check one): [X] the Buyer's Agent. (salesperson or broker associate) [ ] both the Buyer's and Seller's Agent. (dual agent)
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships (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 $5,000.00
   - (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 ) made payable to , the deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).
   - (Note: Initial and increased deposit 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 $250,000.00
   - 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 (30) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):
   - (1) FIRST LOAN: in the amount of $2,500,000.00
     - 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 4.00% or, [ ] an adjustable rate loan with initial rate not to exceed % of the loan amount.
     - Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

   - (2) SECOND LOAN: in the amount of $530,000.00
     - 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 4.00% or, [ ] an adjustable rate loan with initial rate not to exceed % of the loan amount.
     - 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 amendment clause (C.A.R. Form FVMC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: City of Inglewood assistance

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of $275,000.00
   - to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): $530,000.00
   - Buyer's Initials
   - Seller's Initials

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RPA-CA REVISED 12/18 (PAGE 1 OF 10)
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. (X) 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. (X) 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.

K. 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 a default 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.

5. ADDENDA AND ADVISORIES:
A. ADDENDA:
| Addendum # | (C.A.R. Form ADM) |
| Back Up Offer Addendum (C.A.R. Form BUO) | |
| Court Confirmation Addendum (C.A.R. Form CCA) | |
| Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | |
| Short Sale Addendum (C.A.R. Form SSA) | Other |

B. BUYER AND SELLER ADVISORIES:
| Buyer's Inspection Advisory (C.A.R. Form BIA) |
| Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| Trust Advisory (C.A.R. Form TA) | REO Advisory (C.A.R. Form REO) |
| Short Sale Information and Advisory (C.A.R. Form SSIA) | Other |

6. OTHER TERMS:

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 [X] environmental [ ] Other: prepared by [seller choice] prepared by [ ] prepared by [ ]

(2) Buyer [ ] Seller shall pay for the following Report prepared by [ ]

(3) Buyer [ ] Seller shall pay for the following Report prepared by [ ]

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 with written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials [RPA] ( )
Seller's Initials [ ] ( )

California Residential Purchase Agreement (RPA-CA Page 2 of 10)

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(2) (i) [ ] Buyer [X] 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 [X] 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.

E. ESCROW AND TITLE:
(1) (a) [X] Buyer [X] Seller shall pay escrow fee each their own
(b) Escrow Holder shall be seller choice
(c) The Parties shall, within 5 (or ___) Days After receipt, sign and return Escrow Holder’s general provisions.
(2) (a) [ ] Buyer [X] Seller shall pay for owner’s title insurance policy specified in paragraph 13E
(b) Owner’s title policy to be issued by seller choice
(Buyer shall pay for any title insurance policy insuring Buyer’s lender, unless otherwise agreed in writing.)

D. OTHER COSTS:
(1) [X] Buyer [X] Seller shall pay County transfer tax or fee
(2) [X] Buyer [ ] Seller shall pay City transfer tax or fee
(3) [X] Buyer [X] 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) [X] Buyer [X] 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) [X] Buyer [ ] Seller shall pay for any private transfer fee
(8) [X] Buyer [X] Seller shall pay for
(9) [X] Buyer [X] Seller shall pay for
(10) [X] Buyer [X] 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 [X] 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 8B 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).

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 (3 [X] 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 ___.

Buyer’s Initials [ ] S. Fua [ ] ( )
Seller’s Initials [ ] ( ) ( )

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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 RILAS 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 Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s). If applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, 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 Brokerage Firm.

(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 Seller's Brokerage Firm, 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 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, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), 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 GS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.48 of the Penal Code, information about specified registered sex offenders is made available to the public through a public website 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. (C.A.R. Form ISPQ or ESD).

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 through 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: _____ 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 [Ska] (____) (____)

Seller's Initials [I] ([____]) (____)
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 "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 these 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 specified time in paragraph 14B, 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; (iii) the location and for wood destroying pests and organisms shall be performed 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 evidence of pest or 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's need for 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 make all necessary 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 require anyone entering the Property to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to 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 provide 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 in its present condition subject to all encumbrances, easements, 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.

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, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not delivered any such item, then 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 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 any 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 30(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3a(1); (iv) Deliver substitute 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 885; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initiate 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 may 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 AND 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 BDRE 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 [Sla] (___)

Seller's initials [DS] (___)
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 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: all 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 Melo-Rocs 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 Melo-Rocs 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 visibly 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 any 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 himself/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 descripted 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, 19A, 19B, 20, 25, 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'S AND SELLER'S INITIALS. 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: ________________________

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

PRODUCED WITH LONE WOLF TRANSACTIONS (d PRINT EDITION) 231 SHUMAN DRIVE CAMBRIDGE, ONTARIO, CANADA N1T 1J5 www.wolf.com
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: [Signature]  Seller's Initials: [Signature]

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) 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 such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIATED. 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, 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 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 in 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: [Signature]  Seller's Initials: [Signature]

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 §592a; (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: [Signature]  Seller's Initials: [Signature]

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(2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

23. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on forms approved by the MLS.

25. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.

26. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).

27. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

28. TERMINATION AND CANCELLATION: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. At least one but not all Parties Initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Broker's compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

29. CONTRACT CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer and Seller.

30. DEFINITIONS: As used in this Agreement:
A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when signed by all Parties.
C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the event is scheduled to occur.
I. "Delivered", "Delivering" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensees for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
M. "Signed" means either a handwritten or electronic signature on an original document. Copy or any counterpart.

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Buyer and a Copy of the signed offer is personally received by Buyer, or by Angela Whiteside, the agent authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ______________ AM/PM, on (date)).

[ ] One or more Buyers 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-B) for additional terms.

Date 08/10/2021
Date ________

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

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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 RCS-D) for additional terms.

Date ________________________ SELLER. (Print name) ________________________

Date ________________________ SELLER. (Print name) ________________________

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

☐ (Initials) 

☐ (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 ______ 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 (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form DLT). 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.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm: Seville Properties

By: ________________________ Angela Whittemore DRE Lic. # 00818484

By: ________________________ DRE Lic. # 00648439

Address: 4915 W Century Blvd City: Inglewood State: CA Zip: 90304-1443

Telephone (310) 906-9289 Fax (310) 810-5542 E-mail AngelaREpros@gmail.com

By: ________________________ DRE Lic. # 01860025

By: ________________________ DRE Lic. # 02014153

Address: 2402 S. Pico St. City: Los Angeles State: CA Zip: 90057

Telephone Fax E-mail

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 ________________________

By: ________________________ Escrow Holder

By: ________________________ Date ________________________

Address ________________________ ________________________

Phone/Fax/E-mail ________________________ ________________________

Escrow Holder has the following license number # ________________________

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_______) Seller’s Broker presented this offer to Seller on ________________________ (date).

REJECTION OF OFFER: (_______) No counter offer is being made. This offer was rejected by Seller on ________________________ (date).

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RPA-CA REVISED 12/18 (PAGE 10 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)
BUYER'S INSPECTION ADVISORY

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

Property Address: 730 Cory Dr. #9, Inglewood, CA 90302

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 past 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), fungi 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.

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, 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-locking mechanisms and fire safety measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as other various fire and safety measures concerning some 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 governmental 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

Sharrell Little and for the City of Inglewood, California

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BIA REVISED 11/14 (PAGE 1 OF 1)
CALIFORNIA CONSUMER PRIVACY ACT ADVISORY
(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of the California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant

Stawell Little and/or The City of Inglewood, Assignee

Date 09/10/2021

Buyer/Seller/Landlord/Tenant

Stawell Little and/or The City of Inglewood, Assignee

Date 08/11/2021

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CCPA 12/19 (PAGE 1 OF 1)

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Wells Fargo Everyday Checking
Jun 6, 2021

You and Wells Fargo
Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</tr>
<tr>
<td>Deposits/Withdrawals</td>
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</tr>
<tr>
<td>Ending balance on 6/6</td>
<td>$97,321.01</td>
</tr>
</tbody>
</table>

Overdraft Protection
Your account is linked to the following for Overdraft Protection:

- Savings - 090007227146259

Account holder:
Name: Sharrell K Little
Account number: [Redacted]

Questions?
Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-TO-WELLS (1-800-876-3766)
TTY: 1-800-256-3309
En español: 1-877-727-2632
Chinese 1-800-288-2288 (9 am to 7 pm PT, M-F)

Online: wellsfargo.com
Write: Wells Fargo Bank, N.A. (336)
P.O. Box 8195
Portland, OR 97228-8195

Account options:
A check mark by the box indicates you have those connected services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

- Online Banking
- Online Bill Pay
- Auto Transfer/Payment
- Overdraft Protection
- Mobile Banking
- Direct Deposit
- Debit Card
- My Spending Report
- Overdraft Services

Sharrell K Little
California account holder and conditions apply
For Direct Deposit use
Routing Number (RTN): 121000682

Best wishes,

Sharrell Little, AA,BS, MBA
PRE-APPROVAL LETTER

July 24, 2021

Ms. Sharrell Little

Dear Sharrell:

First Republic Bank has done a review of your request to pre-approve you for a loan for the purchase of a home. We are pleased to inform you that you have been pre-approved for a loan amount of up to $250,000, based on a property value of $600,000. This loan amount is based on the information you provided to me and First Republic’s current underwriting guidelines and available loan programs. First Republic Bank has also verified that you have sufficient funds to meet the down payment and customary closing costs based on the values set forth above.

Final approval will be based on an acceptable appraisal of the chosen property, an acceptable title insurance policy, a full and current approval by the Bank of the designated property, your ability to fulfill all of the Bank’s standard underwriting guidelines, and provided no material financial change has occurred in your financial condition. Thank you for considering First Republic Bank and I look forward to assisting you with your purchase. Upon entering into a purchase contract, please advise me immediately so I may assist in the timely completion of processing your loan request. If you have any questions, please contact me directly as indicated below.

Sincerely,

Michelle Scott

Community Outreach Relationship Manager

First Republic Bank

888 S. Figueroa St, #100

Los Angeles, CA 90017

mscott@firstrepublic.com

310-704-6596 (Cell)
March 1, 2021

Ms. Sharrell Little

Inglewood Housing Authority First Time Homebuyer Program Purchase and Sales Addendum

Dear Ms. Little:

Congratulations for applying, qualifying, and being selected for the Inglewood First Time Homebuyer Program. The program terms and conditions are located at the Inglewood Housing Authority link at: https://www.cityofinglewood.org/169/First-Time-Homebuyer-Program. This main link contains hyperlinks to the flyer, information guide, checklist, application, workshop presentation, homeowner education training list, and the Inglewood Housing Authority Homebuyer Assistance Program Policies.

Please be advised: You must continue to qualify for the First-Time Homebuyer Assistance program during the home buying process. Furthermore, once you enter into a contract to purchase a property, you must notify us and inform the escrow officer that the Inglewood Housing Authority will require copies of all documents provided to your senior lender, including all of the senior lender’s documents. You are encouraged to include this letter with your senior lender’s approval letter and offer. Here is a summary of six key terms of the homebuyer assistance program:

1) The maximum purchase price is Six Hundred Thousand Dollars ($600,000);
2) You must be approved for a first mortgage of at least Two Hundred Fifty Thousand Dollars ($250,000);
3) You must contribute a minimum of Three Percent (3%) of the approved first mortgage loan amount;
4) The maximum first time homebuyer loan from the Inglewood Housing Authority is Three Hundred Fifty Thousand Dollars ($350,000). See page 12 of the IHA Homebuyer Assistance Program Guideline for an example;
5) Your total monthly housing costs cannot exceed thirty percent (30%) of your gross monthly income;
6) You have six (6) months from the date of this letter to enter into contract to purchase a home in the City of Inglewood;

Your accepted offer, first mortgage approval letter, and escrow instructions should be sent to:

Inglewood Housing Authority
First Time Homebuyer Assistance Program
One West Manchester Boulevard, Suite 750
Inglewood, CA 90301
(310) 412-8844
rehavez@cityofinglewood.org and ljones@cityofinglewood.org.

Should you have any questions or concerns regarding the program, please do not hesitate to contact the Affordable Housing Division staff at 310-412-8844.

Sincerely,

Roberto Chavez
Housing Manager
SELLER MULTIPLE COUNTER OFFER No. 1
(C.A.R., Form SMCO, Revised 12/18)

Date 08/10/2021

This is a counter offer to the Purchase Agreement, [ ] Other dated 08/10/2021 on property known as 130 Cory Dr #6, Inglewood, CA 90302 ("Property"), between Sharron Little and/or The City of Inglewood, Assignee ("Buyer") and Carol Park ("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 initiated by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
   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) The purchase price is to be highest and best
      2) Par 3.1 The appraisal Contingency to be removed within 12 days of acceptance
      3) Par 3.2 The Loan Contingency to be removed within 14 days of acceptance
      4) Par 7.2(2) to be checked, Seller
      5) Washer/Dryer/Refrigerator and Stove are included in this agreement

D. The following attached addenda are incorporated into this Multiple Counter Offer: [ ] Addendum No.

2. BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller signs in paragraph 5, Buyer signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)

3. EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposits, if any, shall be returned to Buyer unless by 5:00PM on the third Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) or by ____________ AM/PM on (Date), (i) it is signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer signed by Buyer is personally received by Seller or Dominic Pietrangela, who is authorized to receive it;

4. 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 Seller selection of this Multiple Counter Offer.

5. SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Carol Park Date 8/10/2021

6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00PM on the fourth Day After the date Seller signs in paragraph 5 (if more than one Seller, then the last date) or by ____________ AM/PM on (Date) (i) it is signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Buyer is personally received by Buyer or ____________ who is authorized to receive it.

7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER # ____________) and acknowledges receipt of a Copy.

     Date Time ____________ AM/PM
     Date Time ____________ AM/PM

8. SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7. DO NOT sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

     Date Time ____________ AM/PM
     Date Time ____________ AM/PM

(________ / __________) (Initials) Confirmation of Acceptance: A Copy of the Signed Seller Selection was personally received by Buyer or Buyer's authorized agent on (date) ____________ AM/PM. A binding Agreement is created when a Copy of the Signed Seller Selection is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document.

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SMCO REVISED 12/18 (PAGE 1 OF 1)

SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 1 OF 1)

125 South Virginia Avenue, Los Angeles, California 90020

SMCO Revised 12/18 (Page 1 of 1)

Seller Multiple Counter Offer (SMCO Page 1 of 1)
This is a counteroffer to the: [Seller Counteroffer No. ___], [Seller Multiple Counteroffer No. ___], or [Other (Offer)], dated August 10, 2021, on property known as 730 Cory Dr. #9, Inglewood, CA 90302, (Property), between Sherrell Little and/or The City of Inglewood, Assignee (Buyer) and ______________ (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 Counteroffer 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, but deposit amount(s) shall remain unchanged from the original Offer.
   C. OTHER TERMS:

   - **Buyer highest and best = $542,000**
   - **Item 7D(2) considered checked (seller), if any**

   All other terms and conditions remain the same.

D. The following attached addenda are incorporated into this Buyer Counteroffer: [Addendum No. ___]

2. EXPIRATION: This Buyer Counteroffer 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 3 (if more than one signature then, the last signature date) or by ___ AM/PM on ___ (date) (I) it is signed in paragraph 4 by Seller and (ii) a copy of the signed Buyer Counteroffer is personally received by Buyer or ______________ Angela Whitaker, who is authorized to receive it.

OR
B. If Buyer withdraws it in writing (CAR Form WO) anytime prior to Acceptance.

3. OFFER: BUYER MAKES THIS COUNTEROFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.

   - **Authorization**
   - **Buyer**
   - Sherrell Little and/or The City of Inglewood, Assignee
   - Date 8/11/2021
   - 1:29:57 PM PDT

4. ACCEPTANCE: WE accept the above Buyer Counteroffer (If checked [SUBJECT TO THE ATTACHED COUNTEROFFER]) and acknowledge receipt of a Copy.

   - **Seller**
   - Carol Park
   - 9325F3664106A9
   - Date 8/11/2021
   - Time __ AM/PM

CONFIRMATION OF ACCEPTANCE:

(_____/______) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer'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 Buyer or Buyer's authorized agent whether or not confirmed in this document.
BUYER COUNTEROFFER No. 1
(C.A.R. Form BCO, 11/14)

This is a counteroffer to the: □ Seller Counteroffer No. ___, □ Seller Multiple Counteroffer No. ___, or □ Other (Offer), dated August 10, 2021, on property known as 730 Cory Dr. #9, Inglewood, CA 90302 (Property), between Sharrill Little and/or The City of Inglewood, Assignee (Buyer) and (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 Counteroffer 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, but deposit amount(s) shall remain unchanged from the original Offer.
   C. OTHER TERMS: 
      Buyer highest and best = $542,000
      Item 7D(2) considered checked (seller), if any
      All other terms and conditions remain the same.

D. The following attached addenda are incorporated into this Buyer Counteroffer: □ Addendum No. 

2. EXPIRATION: This Buyer Counteroffer 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 3 (if more than one signature then, the last signature date) or by __ PM on (date) (I) it is signed in paragraph 4 by Seller and (ii) a copy of the signed Buyer Counteroffer is personally received by Buyer or Angela Whiteway, who is authorized to receive it.
   OR B. If Buyer withdraws it in writing (CAR Form WOO) anytime prior to Acceptance.

3. OFFER: BUYER MAKES THIS COUNTEROFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
   Buyer Sharrill Little and/or The City of Inglewood, Assignee
   Buyer 8/11/2021 1:29:07 PM PDT

4. ACCEPTANCE: WE accept the above Buyer Counteroffer (If checked □ SUBJECT TO THE ATTACHED COUNTEROFFER) and acknowledge receipt of a Copy.
   Seller Carol Park
   Seller 9/15/2020 9:44:49 AM

CONFIRMATION OF ACCEPTANCE:
(Signed) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer’s authorized agent as specified in paragraph 2A on (date) 8/13/2021 at 8:25 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.

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325 South Virgil Avenue, Los Angeles, California 90020

BCO 11/14 (PAGE 1 OF 1)

Seville Properties, 4615 Century Blvd. Inglewood, CA 90364
Anita Whiteaway
Produced with Lone Wolf Transactions (2019 Edition) 251 Shearson Ctr. Cambridge, Ontario, Canada N1T 4L8 www.lwrf.com
Attachment No. 2
ASSIGNMENT OF AGREEMENT ADDENDUM
(For Use As An Addendum To A Purchase Agreement)
(C.A.R. Form AOAA, 11/14)

The following terms and conditions are hereby incorporated in and made a part of the: ☑️ California Residential Purchase Agreement, ☐ other ________________________________ ("Agreement"),
dated ________________ on property known as ________________________________ ("Property"),
between ________________ ("Buyer") and ________________ ("Seller").

In consideration, of the covenants contained herein, Buyer hereby assigns to assignee and assignee accepts the assignment, subject to Seller's consent, of all or a partial interest of Buyer's right, title, and interest under the Agreement, including without limitation, the right, title, and interest in any down payment or earnest money upon the following terms and conditions:

1. ☑️ (a) Partial Assignment (Adding a buyer): Buyer is adding the Assignee(s) named below to the Agreement and granting to such Assignee(s) a partial interest in the Agreement.

   ☐ (b) Total Assignment (New Buyer or Deleting a Buyer): Buyer is assigning all of Buyer's interest in the Agreement to the new or remaining Buyers (Assignee(s)) named below.

   ☑️ (c) Assignee(s) Names: INGLEWOOD HOUSING AUTHORITY, a public body, corporate and politic

2. (a) Assignee acknowledges that Buyer has already provided Assignee all of the transaction documents previously approved by Buyer including, but not limited to, all contract documents, inspection reports, pamphlets, advisories, disclosures ("Prior Documents").

   (b) Assignee, within ___ Days After Seller Delivers to Assignee a Signed copy of this Assignment of Agreement Addendum ("Assignment") shall initial, Sign and Deliver to Seller all Prior Documents (or, ☐ initialed Signed copies of all Prior Documents are attached to this Assignment).

   (c) If Assignee does not Deliver to Seller all Prior Documents within the time specified in 2(b), Seller may withdraw consent to the Assignment and the Assignment shall have no further force and effect.

3. Assignee represents for the benefit of Seller that Assignee ratifies and approves as Assignee's own acts all prior approvals and acts of Buyer pursuant to the Agreement up to and including the date of this Assignment.

4. Assignee assumes and agrees to perform and observe all of the obligations and covenants of Buyer in the Agreement to be performed after the date of this Assignment.

5. Buyer acknowledges and agrees that, notwithstanding Seller's agreement to this Assignment, Buyer is not released from any obligations or covenants under the Agreement.

6. Other terms: See Page 2 Signature Page and Cover Page to Attachments to Assignment of Agmt Addendum

7. Seller has been advised that Buyer ☐ has ☑️ has not received monetary consideration from Assignee for this Assignment.

8. Without releasing Buyer from any obligations or covenants under the Agreement and preserving all rights and remedies under the Agreement, in consideration of the covenants contained herein, Seller consents to the foregoing Assignment.

9. The parties acknowledge and agree that they have been advised to review this Assignment with their own attorney and/or accountant prior to signing this Assignment. The Brokers and agents make no representation as to the propriety, adequacy, legality or tax consequences of this Assignment.

By signing below, Buyer, Assignee, and Seller acknowledge that each has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Addendum.

Buyer Sharrell Little and/or ________________________________
Date ________________________________

Buyer City of Inglewood, Assignee ☐ One or more assignees will sign by a representative, Attached is a Representative Capacity Signature Disclosure.
Date ________________________________

Assignee SEE PAGE TWO OF THIS ADDENDUM ________________________________
Date ________________________________

Assignee ________________________________
Date ________________________________

Seller Carol Park ________________________________
Date ________________________________

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AOAA 11/14 (PAGE 1 OF 1)
The Inglewood Housing Authority executes the Assignment of Agreement Addendum signed by Buyer Sharrell Little and Seller Carol Park subject to the execution of the documents appearing behind this signature page in the Attachment affixed hereto demonstrating the Property in said Assignment of Agreement Addendum is only given by the Inglewood Housing Authority if the Buyer Sharrell Little agrees to purchase the Property subject to all terms, conditions, and documents affixed to the Attachment appearing behind this signature page. Assignee Inglewood Housing Authority refrains from signing below unless and until Buyer Sharrell Little signs and returns all documents in the Attachment. Buyer Sharrell Little is also required to inspect and negotiate all terms for disclosures and home warranties, and related deliverables from the Seller Carol Park and waives any duty to inspect or related disclosures and home warranties in the proposed purchase of the Property from Assignee Inglewood Housing Authority as Assignee Inglewood Housing Authority acquires the Property at the specific request of Buyer Sharrell Little. Buyer Sharrell Little asks Assignee Inglewood Housing Authority to close the sale of the Property with Seller Carol Park on behalf of the Buyer Sharrell Little as Buyer Sharrell Little was unable to fully qualify for the Inglewood Housing Authority program without the additional assistance from the Assignee Inglewood Housing Authority under State of California Housing Authority Law under the California Health & Safety Code Division 24, Part 2, Chapter 1, including, but not limited to, Health & Safety Code sections 34312(a), 34312(d)(1), 34312.3(b), 34312.3(f), 34312.5(b), 34315, 34315.3, and 34319 as well as California Revenue & Taxation Code sections 402.1(a)(2), 402.1(a)(10)(B), 402.1(a)(10)(D), and 402.1(a)(11).

ASSIGNEE:
INGLEWOOD HOUSING AUTHORITY, a public body, corporate and politic

By: __________________________________________
    James T. Butts, Jr., Chair   Date

APPROVED AS TO FORM AND LEGALITY:
KENNETH R. CAMPOS
General Counsel

By: ________________________________
    Kenneth R. Campos, Esq.

APPROVED:
KANE, BERKMAN & BERKMAN
Authority Special Counsel

By: ________________________________
    Royce K. Jones, Esq.

ATTEST:

By: ________________________________
    Aisha Thompson, Secretary

Agreed:
Seller:

__________________________________
    Carol Park   Date

Buyer:

__________________________________
    Sharrell Little   Date
ATTACHMENTS

Eighty Seven (87) Pages Follow:

1. California Residential Purchase Agreement and Joint Escrow Instructions with various standard disclosures and advisories (19 Pages)

   2. Restricted Grant Deed (25 Pages)

   3. CC&Rs (41 Pages)

4. Contingency Removal No. 1 (2 Page)
Attachment No. 1
California Residential Purchase Agreement and Joint Escrow Instructions with various standard disclosures and advisories (19 Pages, including this cover page)
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

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

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

SELLER AND BUYER RESPONSIBILITIES

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

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

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant

Date ____________________________

Shared Little

Date ____________________________

Agent ____________________________ DRE Lic. # ____________________________

By ____________________________ DRE Lic. # ____________________________

(Salesperson or Broker-Associate, if any)


AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)
1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.

2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   
   A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   
   B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations (CCR) §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   
   C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   
   D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12199; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   
   E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§664-665.32; any local city or county fair housing ordinances, as applicable.

3. **POTENTIAL LEGAL REMEDIES FOR UNFAIR DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.

4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

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<th>Race</th>
<th>Color</th>
<th>Ancestry</th>
<th>National Origin</th>
<th>Religion</th>
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<td>Gender Identity</td>
<td>Gender Expression</td>
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<td>Familial Status (family with a child or children under 18)</td>
<td>Source of Income (e.g., Section 8 Voucher)</td>
<td>Disability (Mental &amp; Physical)</td>
<td>Medical Condition</td>
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<td>Primary Language</td>
<td>Immigration Status</td>
<td>Military/Veteran Status</td>
<td>Age</td>
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<td>Criminal History (non-relevant convictions)</td>
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<td>Any arbitrary characteristic</td>
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5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**

   A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.

   B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(k)(1); 10 CCR §2780

6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.

7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**

   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Government housing services
   - Landlords
   - Real estate brokerage firms
   - Homeowners Associations (HOAs);
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**

   A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.

   B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.

9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**

   A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;

   B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;

   C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;

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

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

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
B. State: https://www.dfeh.ca.gov/housing/
C. Local: Local Fair Housing Council office (non-profit, free service)
D. DRE: https://www.dre.ca.gov/Consumers/FileComplaint.html
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only.
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental, and
E. Both FHA and FEHA do not apply to roommate situations. See, Fair Housing Council v Roommate.com LLC, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race, the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.
POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

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

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer’s offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the local 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 ___________________________ INGLEWOOD HOUSING AUTHORITY Date ___________________________

Buyer ___________________________ Sharrell Little Date ___________________________

Buyer’s Brokerage Firm NONE DRE Lic # ___________________________ Date ___________________________

By ___________________________ DRE Lic # ___________________________ Date ___________________________

Seller’s Brokerage Firm NONE DRE Lic # ___________________________ Date ___________________________

By ___________________________ DRE Lic # ___________________________ Date ___________________________

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PRBS REVISED 12/18 (PAGE 1 OF 1)
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY
(C.A.R. Form WFA, Revised 12/17)

Property Address: 730 Cory Dr. #9, Inglewood, CA 90302-3806 (“Property”).

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI’s IC3 at www.ic3.gov; or 310-477-6555
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

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

Buyer/Tenant ____________________________ Sharrell Little ____________________________ Date ____________________________

Buyer/Tenant ____________________________ Date ____________________________

Seller/Landlord ____________________________ INGLEWOOD HOUSING AUTHORITY ____________________________ Date ____________________________

Seller/Landlord ____________________________ Date ____________________________

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REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90022

WFA REVISED 12/17 (PAGE 1 OF 1)
CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 06/14/2021

1. OFFER:
   A. THIS IS AN OFFER FROM ____________________________ ("Buyer").
   B. THE REAL PROPERTY to be acquired is ____________________________ (City), ____________________________ (County), CA 90307-9006, situated in ____________________________ (Property).
   C. THE PURCHASE PRICE offered is ____________________________, Dollars $ 312,500.00.
   D. CLOSE OF ESCROW shall occur on [ ] (date)or [X] 30 Days After Acceptance.
   E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:
   B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
      Seller's Brokerage Firm: ____________________________
      Seller's Agent: ____________________________
      Buyer's Brokerage Firm: ____________________________
      Buyer's Agent: ____________________________
   C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a [X] "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 ____________________________ $ 312,500.00.
      (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [ ] cashiers 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 other ____________________________) to the agent submitting the offer (or to ____________________________), made payable to ____________________________.
   B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ____________________________ $ 312,500.00 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 (or other ____________________________) Days After Acceptance, Deliver to Seller such verification.
   D. FIRST LOAN(S):
      (1) ____________________________, $ 250,000.00.
         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, [ ] adjustable rate loan with initial rate not to exceed ________%.
      (2) ____________________________, $ 62,500.00.
         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, [ ] adjustable rate loan with initial rate not to exceed ________%.
   E. ADDITIONAL FINANCING TERMS: ____________________________
   F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of ____________________________, Dollars $ 312,500.00.
      to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   G. PURCHASE PRICE (TOTAL): ____________________________, Dollars $ 312,500.00.
      Buyer's Initials ____________________________
      Seller's Initials ____________________________

RPA-CA REVISED 12/18 (PAGE 1 OF 10)
CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)
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: [ ] Addendum # (C.A.R. Form ADM)
      [ ] Back Up Offer Addendum (C.A.R. Form BUO)
      [ ] Court Confirmation Addendum (C.A.R. Form CCA)
      [ ] Septic, Well and Property Monument Addendum (C.A.R. Form SWPA)
      [ ] Short Sale Addendum (C.A.R. Form SSA) Other
   B. BUYER AND SELLER ADVISORIES:
      [ ] Buyer’s Inspection Advisory (C.A.R. Form BIA)
      [ ] Probate Advisory (C.A.R. Form PA)
      [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
      [ ] Trust Advisory (C.A.R. Form TA)
      [ ] REO Advisory (C.A.R. Form REO)
      [ ] Short Sale Information and Advisory (C.A.R. Form SSIA) Other

6. OTHER TERMS: Seller acquired Property from Carol Park for $542,000 and is reselling the Property to Buyer for $312,500 as part of the Seller's First Time Home Buyer Program; Buyer accepts all disclosures, inspections and reports from Buyer’s prior contract with Carol Park concerning the Property.

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 From Prior Transaction
      (2) ☐ Buyer [ ] Seller shall pay for the following Report prepared by
      (3) ☐ Buyer [ ] Seller shall pay for the following Report prepared by

   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.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)
(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 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, 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 100%
   (b) Escrow Holder shall be
   (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 13c.
   (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 ☐ Seller shall 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 $ 750.00, of a standard (or ☑ upgraded) one-year home warranty plan, issued by First American Home Warranty, with the following optional coverages: ☑ Air Conditioner ☑ Pool/Spa ☑ Other;

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: Everything acquired from Carol Park (prior sale of Property)
      (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, permits, 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 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 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) n/a

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).

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 8 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 _________.

Buyer’s initials (☐ ☑ ☑ ) ☑ Seller’s initials (☐ ☑ ☑ )
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 RUAS 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 in-traret 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 Homeowner's 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 Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, 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 not or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(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 Seller's Brokerage Firm, 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; or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), 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. WITHOLDING 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. MEAN'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, Buyer 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 local gas utilities 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 ________________________ ________________________ Seller's Initials ________________________ ________________________
Property Address: 730 Cory Dr, #9, Inglewood, CA 90302-3806  

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold "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 drains 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 physical inspection; (ii) an inspection for wood destroying pests and other 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 evidence of infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and satisfy Buyer as to any matter specified in the attached Buyer’s Inspection Advisory (C.A.R Form BIA); (iv) review the registered sex offender database; (v) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vi) review and seek approval of leases that may 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) 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, costs and expenses. Buyer shall require anyone acting on Buyer’s behalf to carry, policies of liability, workers’ compensation and other applicable insurance, defending against, and paying from liabilities and other losses incurred in connection with Buyer’s investigation 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.

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.

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Produced with Lone Wolf Transactions (tipForm Edition) 231 Sheanor Cr, Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com 936 Ceyer Dr Unit
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, if the demand to do so is made by Seller, and if Buyer does not comply, Buyer may rescind this Agreement;
(ii) deliver to Seller copies of any written representation or warranty by Seller with respect to the Property, and (iii) deliver to Seller copies of the Seller's Certificate of Title,unless otherwise agreed in writing, unless otherwise agreed in writing, unless otherwise agreed in writing. If Buyer does not deliver such documents, the information contained therein may be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller, and assume 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 time 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 3C(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver a verification, or a satisfactory acknowledgement if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or agreements specified in 8B; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); (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 the 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 BDGD 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).
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, paid 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 SPF or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be 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) delivered 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 ESCRROW INSTRUCTIONS TO ESCRROW 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, 19A, 19, 20, 26, 28, 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 a Copy 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 are 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 7A, 10, or 11 of the Agreement. In all other instances, 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 7A, 10, or 11 of the 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 ________________________________  Seller's Initials ________________________________

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C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 16A and paragraph D of the section titled, Real Estate Broker, on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 16A, 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 should 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 RJD).

Buyer’s Initials / Seller’s Initials /

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) 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 INITIATED. 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 / Seller’s Initials /

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 ( ) Seller’s Initials ( ) ( )

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(2) PRESERATION OF ACTIONS: The following shall constitute a waiver or violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enjoin the recording of a notice of a pending action, for the protection of the弛ce, for the protection of the弛ce, for the protection of the弛ce; and (iii) the filing of a mechanic’s lien.

(3) BROKERS: Brokers shall not be obligated nor compelled to arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

23. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers (“Providers”), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. MULTIPLE LISTING SERVICE (“MLS”): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

25. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 229.

26. ASSIGNMENT: Buyer shall not assign all or any part of Buyer’s interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer’s obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA)

27. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

28. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers’ compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement and are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral Agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer and Seller.

30. DEFINITIONS: As used in this Agreement:
A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party’s authorized agent in accordance with the terms of this offer or the final counter offer.
B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when signed by all Parties.
C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
D. "Close Of Escrow", including "ESCO", means the date the grant deed, or other evidence of transfer of title, is recorded.
E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, etc.).
J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
M. "S" in either a handwritten or electronic signature on an original document, Copy or any counterpart.

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by , who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by AM / PM, on (date)).

One or more Buyers 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-B) for additional terms.

Date (Print name) Buyer

Date (Print name) Buyer

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

Seller’s Initials ( ) ( )

RPA-CA REvised 12/18 (PAGE 9 OF 10)
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 ___________ SELLER

(Print name) INGLEWOOD HOUSING AUTHORITY

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 ☐ 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 3 A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form ASC). 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.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm NONE By ___________ DRE Lic. # ___________ Date ___________

By ___________ DRE Lic. # ___________ Date ___________

Address ___________ City ___________ State ___________ Zip ___________

Telephone ___________ Fax ___________ E-mail ___________

Seller's Brokerage Firm NONE By ___________ DRE Lic. # ___________ Date ___________

By ___________ DRE Lic. # ___________ Date ___________

Address ___________ City ___________ State ___________ Zip ___________

Telephone ___________ Fax ___________ E-mail ___________

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 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 # ___________ Date ___________

By ___________ Address ___________

Phone/Fax/E-mail ___________

Escrow Holder has the following license number # ___________, Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (________) Seller's Broker presented this offer to Seller on (date). REJECTION OF OFFER: (________) No counter offer is being made. This offer was rejected by Seller on (date). Seller's Initials

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826 South Virgil Avenue, Los Angeles, California 90020

RPA-CA REvised 12/18 (PAGE 10 OF 10)
BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA, Revised 11/14)

Property Address 730 Cory Dr. #9, Inglewood, CA 90302-3806

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-locking 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 ___________________________ Buyer ___________________________

Sharrell Little

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BAB REVISED 11/14 (PAGE 1 OF 1)

BIA REVISED 11/14 (PAGE 1 OF 1)  BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)
As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)). For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/We acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant ___________________________ Date ____________

Sharrell Little

Buyer/Seller/Landlord/Tenant ___________________________ Date ____________

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CCPA 12/19 (PAGE 1 OF 1)
Attachment No. 2
Restricted Grant Deed
(25 Pages, including this cover page)
FREE RECORDING / OFFICIAL BUSINESS
OF THE INGLEWOOD HOUSING AUTHORITY
Government Code section 27383

RECORDING REQUESTED BY:
California Best Title Company
(underwritten by North American
Title Insurance Company)

WHEN RECORDED MAIL TO:
Inglewood Housing Authority
Office of the Secretary
One Manchester Boulevard, First Floor
Inglewood, CA 90301

Assessor Parcel No: 4017-021-060
Endpoint Title, Inc. File No.: 108390CA

(Space Above For Recorder's Use)

INGLEWOOD HOUSING AUTHORITY COVENANT-RESTRICTED
AFFORDABLE HOUSING PUBLIC PURPOSE GRANT DEED REQUIRING OWNER-
OCCUPANCY OF SINGLE-FAMILY DWELLING BY PERSONS AND FAMILIES OF
LOW- AND MODERATE-INCOME WITH POWER OF TERMINATION AND RE SALE
RESTRICTIONS SECURING INVESTMENT OF PUBLIC FUNDS

with a Declaration of Covenants, Conditions and Restrictions, Promissory Note, and Second Trust Deed
securing Promissory Note as further described and defined in the Inglewood Housing Authority
First Time Homebuyer Assistance Program and pursuant to the State of California Housing Authority
Law under the California Health & Safety Code Division 24, Part 2, Chapter 1, including, but not limited
to, Health & Safety Code sections 34312(a), 34312(d)(1), 34312.3(b), 34312.3(f), 34312.5(b), 34315,
34315.3, and 34319 as well as California Revenue & Taxation Code sections 402.1(a)(2),
402.1(a)(10)(B), 402.1(a)(10)(D), and 402.1(a)(11) and Civil Code section 885.010
[Sharrell Keriesha Little – 730 Cory Drive, Unit 9, Inglewood, CA 90302]

State of California ) Undersigned declares as follows:
) ss Documentary Transfer Tax
County of Los Angeles ) Computed on Full Value of Property Conveyed

THIS INGLEWOOD HOUSING AUTHORITY COVENANT-RESTRICTED
AFFORDABLE HOUSING PUBLIC PURPOSE GRANT DEED REQUIRING
OWNER-OCCUPANCY OF SINGLE-FAMILY DWELLING BY PERSONS AND
FAMILIES OF LOW- AND MODERATE-INCOME WITH POWER OF
TERMINATION AND RE SALE RESTRICTIONS SECURING INVESTMENT OF
PUBLIC FUNDS ("Restricted Grant Deed") is made this 9th day of September, 2021 by

Inglewood HA
Public Purpose
Restricted Grant Deed

-1-

[Inglewood Housing Authority Restricted Grant Deed 9-9-2021]
the INGLEWOOD HOUSING AUTHORITY, a public body, corporate and politic ("Grantor" or "Authority"), to SHARRELL KERIESHA LITTLE, a single woman (the "Grantee").

A. WHEREAS, Grantor holds legal title to an undivided interest in that certain real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

(A) AN UNDIVIDED 1/37 INTEREST IN LOT 1 OF TRACT NO. 42491, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1014, PAGES 70 AND 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT UNITS 1 TO 37 INCLUSIVE AS SHOWN ON THE CONDOMINIUM PLAN RECORDED FEBRUARY 28, 1984 AS INSTRUMENT NO. 84-244243.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

(B) UNIT 9 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 2:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PATIO, OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS "RESTRICTED COMMON AREA" P-9 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A GARAGE SPACE(S), OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS
"RESTRICTED COMMON AREA" G67 AND G68 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

APN: 4017-021-060

B. WHEREAS, Grantor desires to convey to Grantee in fee simple all of its right, title and interest in and to the aforesaid parcels of real property (the "Real Property") reserving the rights to the Grantor under this Restricted Grant Deed, including, but not limited to the Power of Termination (defined in paragraph G below) and the Resale Restrictions (defined in section (e) below), and subject to powers of the State of California Housing Authority Law and implementing resolutions of the Grantor under Resolutions H-1 and H-2 duly adopted January 12, 1971 and the conditions, limitations, and requirements of the Inglewood Housing Authority First Time Homebuyer Assistance Program, as approved and as may be amended from time-to-time and of record in the Office of the Secretary of the Inglewood Housing Authority.

C. WHEREAS, the Grantor is charged with the responsibility of implementing the State of California Housing Authority Law and its Homebuyer Assistance Program Guidelines (hereinafter “HAP Program”) as administered by the Grantor with the specific goal of providing affordable housing opportunities for Low/Moderate/Middle-Income (hereinafter “LMMI”) households within as well as the regions surrounding the City of Inglewood.

D. WHEREAS, pursuant to the HAP Program, the Grantor has reviewed and approved certain documentation provided by Grantee indicating that Grantee’s total household income does not exceed 120% of the applicable area median income for the Los Angeles-Long Beach Metropolitan Statistical Area, as amended from time-to-time.

E. WHEREAS, in order to implement the HAP Program, further assist with the development of affordable housing within the City of Inglewood and its surrounding areas, Grantor acquired the Real Property negotiated by the Grantee and Grantor agrees to give this Restricted Grant Deed to Grantee on the terms, conditions, covenants, and restrictions contained herein; after review of the Restricted Grant Deed and related terms, conditions, covenants, and restrictions of the proposed conveyance from the Grantor, Grantee agrees to accept the terms of this Restricted Grant Deed with all of the terms, conditions, covenants, and restrictions herein, along with the declaration to establish certain covenants, conditions and restrictions and equitable servitudes, all of which constitute covenants running with the land imposed upon the Real Property conveyed by this Restricted Grant Deed ("CC&Rs").

F. WHEREAS, in addition to aforesaid CC&Rs recorded in the Office of the County Recorder for the County of Los Angeles ("Official Records") immediately following this Restricted Grant Deed and in furtherance of the HAP Program, the Grantee...
has also delivered a promissory note which is secured by a second trust deed all as referenced in the CC&Rs as exhibits therein (the "HAP Documents") to establish:
(i) certain LMMI household income limitations for acquisition, ownership, and occupancy of the Real Property; (ii) certain occupancy requirements of the Grantee for the Real Property; (iii) the recapture and payment of all public funds committed to the Real Property, including, but not limited to those in the CC&Rs and that certain promissory note dated September 9, 2021 executed by Grantee (hereinafter the "Note" which by this reference is fully incorporated herein) and provided by the Grantee to Grantor to document the repayment terms of partial acquisition subsidy loan financing from the Grantor to the Grantee; and (iv) various maintenance, insurance and inspection requirements for the Real Property, all in accordance with this Restricted Grant Deed, the HAP Program requirements, and the HAP Documents, including the CC&Rs.

G. WHEREAS, given the substantial investment of public funds to acquire the Real Property and the resale of the Real Property by the Grantor to the Grantee for a reduction of the acquisition price paid by the Grantor to confer a reduction of real property taxes payable by the Grantee pursuant to and as allowable by the California Revenue & Taxation Code sections 402.1(a)(2), 402.1(a)(10)(B), 402.1(a)(10)(D), and 402.1(a)(11), Grantee agrees to the reservation of rights for benefit of the Grantor in this Restricted Grant Deed, including, but not limited to the Power of Termination in this paragraph G along with the Resale Restrictions in section (e) below, in connection therewith, Grantor confers to the Grantor and burdens the estate of the Grantee in the Real Property with the right in favor of the Grantor under California Civil Code section 885.010 allowing the Grantor to, at its option, reenter, and retake the Real Property with all improvements thereon and terminate the estate of the Grantee in the Real Property in the event of the Grantee’s violation of any of the terms of this Restricted Grant Deed, the HAP Program, HAP Documents, and CC&Rs to allow the Grantor to recapture the investment of public funds in the Real Property which exceed the amount of the Note. The power of termination referenced herein shall terminate on the forty-fifth anniversary of recordation of this Restricted Grant Deed in the Official Records. The following rights are reserved by the Grantor and agreed upon by the Grantee within the period of forty-five (45) years of the recordation of this Restricted Grant Deed in the Official Records:

(1) Grantor shall have the right at its option to reenter and take the Real Property with all improvements thereon, and to terminate and revest in Grantor fee title to the Real Property hereby conveyed to Grantee if Grantee (or its successors in interest) shall:

(i) Violate the terms of this Restricted Grant Deed, the HAP Program, and HAP Documents, including the CC&Rs, covenants running with the land, and fail to comply with the terms of this Restricted Grant Deed, the CC&Rs, HAP Program, or HAP Documents as required by the Restricted Grant Deed, CC&Rs, HAP
Program, and HAP Documents for a period of thirty (30) days, plus any extension as may be granted in writing by the Grantor; or

(ii) Assign, transfer, convey, resell, or purport to assign, transfer, convey, resell the Real Property or otherwise transfer the Real Property in violation of the Restricted Grant Deed, the HAP Program, the HAP Documents, including the CC&Rs, covenants running with the land, or any rights therein, or transfer, or suffer any involuntary transfer of, the Real Property, or any part thereof, in violation of this Restricted Grant Deed, CC&Rs, or the HAP Program or any HAP Documents.

(2) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage or deed of trust or other security interest permitted by this Restricted Grant Deed, the HAP Program, and HAP Documents, including, but not limited to that certain purchase money senior note secured by the purchase money senior deed of trust in the original principal amount of Two Hundred Fifty Thousand Dollars ($250,000), as may be slightly adjusted to conform with the resale of the Real Property contemplated by this Restricted Grant Deed; or

(ii) Any rights or interests provided for the protection of the holders of such mortgages, deeds of trust, or other security interests approved by the Grantor.

(3) Subject to the rights of holders of security interests as protected and stated in the immediate subparagraph (2) above, in the event title to the Real Property or any portion thereof, is revested in Grantor as provided in this paragraph G, Grantor shall, pursuant to its responsibilities under state law, use its diligent and good faith efforts to resell the Real Property or such applicable portion thereof as soon and in such manner as Grantor shall find feasible and consistent with the objectives of such law and of the Restricted Grant Deed, the HAP Program, or such successor program of the Grantor to a qualified party or parties (as determined by Grantor, or if applicable, the City of Inglewood), who will assume the obligation of complying with this Restricted Grant Deed and CC&Rs, the terms of the HAP Program and HAP Documents. Upon such resale of the Real Property, and satisfaction of obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by this Restricted Grant Deed, CC&Rs, HAP Program, or HAP Documents, the proceeds thereof shall be applied:

(i) First, to reimburse Grantor, on its own behalf or on behalf of Grantee for all substantiated costs and expenses incurred by Grantor for the acquisition price of the Real Property currently estimated as of September 9, 2021 at Five Hundred Forty Two Thousand Dollars ($542,000.00), plus closing costs, less amounts actually received from Grantee in connection with the transaction contemplated by this Restricted

Inglewood HA
Public Purpose
Restricted Grant Deed
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[Inglewood Housing Authority Restricted Grant Deed 9-9-2021]
Grant Deed, expected to be from the Two Hundred Fifty Thousand Dollar ($250,000) purchase money senior note secured by the senior deed of trust or First Lien (as defined below) given by the Grantee to the holder of the purchase money senior note and the Sixty Two Thousand Five Hundred Dollars ($62,500) memorialized in the Note, which, when deducted from aforesaid acquisition price is anticipated to be Two Hundred Twenty Nine Thousand Five Hundred Dollars ($229,500); the Real Property was purchased at a purchase price negotiated by the Grantee of Five Hundred Forty Two Thousand Dollars ($542,000) plus closing costs, and resold immediately to the Grantee for Three Hundred Twelve Thousand Five Hundred Dollars ($312,500) with the Note secured by the second priority deed of trust in favor of Grantor pursuant to the HAP Program and HAP Documents in furtherance of Inglewood Housing Authority First Time Homebuyer Assistance Program and pursuant to this Restricted Grant Deed and the State of California Housing Authority Law under the California Health & Safety Code Division 24, Part 2, Chapter 1, including, but not limited to, Health & Safety Code sections 34312(a), 34312(d)(1), 34312.3(b), 34312.3(f), 34312.5(b), 34315, 34315.3, and 34319 as well as California Revenue & Taxation Code sections 402.1(a)(2), 402.1(a)(10)(B), 402.1(a)(10)(D), and 402.1(a)(11) to allow for a reduction in Grantee’s housing cost and make the Real Property affordable to the Grantee; in addition to the costs to be recuperated by the Grantor, including but not limited to salaries to personnel engaged in such action, in addition to attorney’s fees and costs, in connection with the recapture, management, and resale of the Real Property or applicable portion thereof (but less any income derived by Grantor from the Real Property or applicable portion thereof in connection with such management); all taxes, assessments, and water and sewer charges, if any and if applicable, with respect to the Real Property or applicable portion thereof (or, in the event the Real Property is exempt from taxation or assessment or such charges during the period of ownership thereof by Grantor or the City of Inglewood, or such other successor-in-interest to the Grantor, then such taxes, assessments, or charges, as would have been payable if the Real Property or applicable portion thereof were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Real Property or applicable portion thereof; and any amounts otherwise owing to Grantor by Grantee and its successor or transferee; and

(ii) Second, to reimburse Grantee, its successor or transferee, up to the amount equal to: the sum of (a) the deposits paid to Grantor by Grantee for the Real Property (or allocable to the applicable portion thereof) as set out in the agreement between the Grantor and Grantee incident to this Restricted Grant Deed, and (b) the documented costs incurred for improvement of the Real Property (or the applicable portion thereof) and for the improvements existing thereon at the time of reentry and repossession; less (c) any gain or income withdrawn or made by Grantee from the Real Property (or the applicable portion thereof) or from the improvements thereon. For
purposes of this paragraph the term "documented cost incurred" shall include direct, out-
of-pocket expenses of development, but shall exclude Grantee’s general overhead expense.

(iii) Any balance remaining after such reimbursements shall be a retained by Grantor as its sole property or at the Grantor’s exclusive discretion and option, the balance remaining after such reimbursements may be shared with the Grantee, at the Grantor’s sole and absolute discretion, according to the following proportional shares and interest in the Real Property which may be adjusted by the Grantor, in its sole and absolute discretion; notwithstanding the foregoing, at the time of recordation of this Restricted Grant Deed in the Official Records the respective proportional share investment in the Real Property is expected to be approximately 47.05% in favor of the Grantee ($255,000/$542,000) and 52.95% in favor of the Grantor ($287,000/$542,000). The Grantor and Grantee agree the Two Hundred Fifty Thousand Dollar ($250,000) investment by the Grantee is documented by a Five Thousand Dollar ($5,000) earnest money deposit made at the time Grantee negotiated the purchase of the Real Property and credited in favor of the Grantor along with a proposed Two Hundred Fifty Thousand Dollar ($250,000), or so, purchase money promissory note (the amount of which may be subject to slight adjustment in connection with the transaction contemplated by this Restricted Grant Deed), pursuant to which Grantee is obligated under separate terms of said purchase money promissory note given by Grantee to its first priority senior purchase money lender / note holder secured by the First Lien (as defined hereinbelow).

(4) To the extent that this right of termination under California Civil Code section 885.010 and related rights also referred to as a right of reverter involves a forfeiture, it must be strictly interpreted as it is in favor of the Authority, the party for whose benefit it is created. This right is to be interpreted in light of the fact that Grantor hereby conveys the Real Property to Grantee for owner occupancy, at a reduced property tax and housing costs, affordable to the Grantee with restrictions on resale to owner occupants who qualify as LMMI with Grantor as set out in the HAP Program, the HAP Documents, including the CC&Rs, and this Restricted Grant Deed. The foregoing right in favor of the Grantor referenced in this paragraph G shall be referred to herein as the “Power of Termination” of the Grantor.

H. WHEREAS, Grantor and Grantee agree to the affordable housing resale restrictions, option to designate eligible purchasers with alternative option to purchase and option to purchase upon default (“Resale Restrictions”) contained herein under section (e) below for benefit of the Grantor.

I. WHEREAS, Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the
Real Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land. Grantee agrees to these provisions notwithstanding the prohibitions in last sentence of section (e)(2) and the Restrictions on Transfer in section (e)3. The antidiscrimination and nonsegregation clause covenants in this paragraph I shall run with the land in perpetuity despite the termination of the Affordability Term and Power of Termination on the forty-fifth (45th) anniversary of the recordation of this Restricted Grant Deed in the Official Records.

(1) All deeds or contracts made relative to the Real Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices' of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(ii) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

(2) All conditions, covenants and restrictions contained in this Restricted Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors, and assigns, and the City of Inglewood and its successors and assigns, against Grantee, its successors and assigns, to or of the Real Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Real Property or the applicable portion thereof.
J. WHEREAS, Grantor, pursuant to Revenue & Taxation Code section 402.1(a)(10)(D) as the local housing authority, finds and declares that the long-term deed restrictions in this Restricted Grant Deed serve a public purpose, including, but not limited to the legislative findings and declaration of policy under Health & Safety Code section 3420, and that without the public assistance from the Grantor, the Grantee would not otherwise be in a position to exercise rights afforded under the HAP Program and HAP Documents to acquire, finance, reside, and secure the Property; in connection therewith, Grantor and Grantee enter into the contract contained in this Restricted Grant Deed, along with all ancillary public financing documentation, recorded concurrently therewith to advance the public purpose of affordable housing within the City of Inglewood and in furtherance of relevant law, including, but not limited to Government Code section 37364.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and with a reservation of the estate set out above and herein, including, but not limited to the Power of Termination, the Grantor does hereby grant, bargain, sell and convey unto the Grantee in fee simple the Real Property with all and singular the ways, easements, rights, privileges and appurtenance thereto or in any way appertaining, all improvements thereon and all the estate, right, title, interest and claim, either at law or in equity, of the Grantor as to Grantor’s undivided interest in the said Real Property subject to the terms, conditions, and covenants in sections (a) through (e), inclusive below:

(a) the CC&Rs,

(b) the HAP Program,

(c) the HAP Documents, including, but not limited to the Note and all related and aforesaid covenants running with the land concerning owner-occupancy, and income-requirements for owner occupants of the Real Property,

(d) the Power of Termination under paragraph G above, and

(e) the Resale Restriction, defined and described below, set forth below:

1. Acknowledgment and Certification. The Grantee hereby certifies his/her/their acknowledgment of receipt of this Resale Restriction and all the provisions and restrictions contained herein. By signing this Restricted Grant Deed in the space provided below entitled Grantee Acceptance, Grantee acknowledges the Resale Restriction.

2. Ownership and Occupancy of Residency. The Grantee hereby covenants and agrees that he/she/they will own and occupy the Real Property as his/her/their principal place of residence, throughout his/her or their ownership of the
Real Property from the time of recordation of the Restricted Grant Deed in the Official Records until the forty-fifth (45th) anniversary thereof (the "Affordability Term"). For purposes of this Resale Restriction, Grantee shall be deemed to have satisfied the occupancy requirement of this Resale Restriction if he/she/they shall occupy the Real Property as a principal place of residence for at least ten (10) months out of each calendar year. Under no circumstances shall the Grantee be permitted to lease or rent the Real Property during the Affordability Term.

3. Restrictions on Transfer.

(a) Forty-Five Year Affordable Term. During the entire period of the Affordability Term, any Transfer of the Real Property shall be subject to the provisions of this Resale Restriction.

(b) Transfer Defined. "Transfer" shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Real Property, or any portion thereof, including an unpermitted financing or refinancing. Without limiting the generality of the foregoing, Transfer shall also include: (i) a transfer by devise, inheritance or intestacy to a party who is not approved by the Grantor as a transferee or an Eligible Purchaser (as defined below); (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Real Property; or (v) any voluntary conveyance of the Real Property. A "no cash out refinancing" shall be deemed a permitted transfer of the Real Property, shall not violate the terms and conditions of this Resale Restriction. For purposes of this Resale Restriction, a "no cash out refinancing" shall be limited to only the payment of the principal amount and associated costs and fees related thereto to achieve a savings in interest in the first priority promissory note secured by a first priority trust deed estimated to be Two Hundred Fifty Thousand Dollars ($250,000); therefore a "no cash out refinancing" shall not exceed the principal amount outstanding on the first priority promissory note secured by a first priority trust deed. Moreover, a Transfer shall not include a transfer to: (i) a spouse as part of a dissolution proceeding; (ii) a spouse who marries the Grantor; (iii) an Owner (as defined below), who as an Eligible Purchaser (as defined below), originally acquired title to the Real Property as a co-owner with a spouse, who acquires the deceased spouse’s interest in the Real Property, upon the death of that spouse; (iv) a child of the Grantee, Owner, or Eligible Purchaser, as set out in more particular detail in Revenue & Taxation Code section 63.1; (v) to a child of the Grantee, Owner, or Eligible Purchaser as a co-owner in a newly created joint tenancy with the child of the Grantee, Owner, or Eligible Purchaser under Revenue & Taxation Code section 63.1 and such joint tenancy interest as created and specifically as set out in Revenue & Taxation Code section 65; and (vi) the Grantee, Owner, or Eligible Purchaser as a present beneficiary of the Grantee, Owner, or Eligible Purchaser’s revocable trust, including the Grantee, Owner, or Eligible Purchaser and child of the Grantee, Owner, or Eligible Purchaser as present beneficiary or beneficiaries.
under the specific terms of Revenue & Taxation Code section 63.1 pursuant to Revenue & Taxation Code section 62(d).

(c) **Owner(s) Defined.** "Owner" or Owners" shall mean Eligible Purchaser(s) who have acquired fee title to the Real Property in accordance with the requirements of this Resale Restriction. Grantee shall be recognized as an Owner. Grantee also accepts this Restricted Grant Deed and binds Grantee, its successors and assigns, to or of the Real Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Real Property or the applicable portion thereof as Owners, as may be defined and described herein.

(d) **Eligible Purchaser(s) Defined.** "Eligible Purchaser" or "Eligible Purchasers" shall mean a household that meets all of the following qualifications:

(i) A household who intends to and occupies the Property as a principal place of residence as provided in section (e)2 hereinabove;

(ii) A household with an annual income that does not exceed one hundred twenty percent (120%) of the median income for the Los Angeles Metropolitan Statistical Area based on the applicable household size, as adjusted annually pursuant to Section 50093 of the California Health & Safety Code. Income is subject to verification by the Grantor which shall establish level of household income. The median income is set forth in Exhibit "D" to the CC&Rs and shall be updated from time-to-time;

(iii) A household that pledges not to lease or rent the Real Property to third parties during the entire term of the Affordability Term; and

(iv) Grantee is recognized as an Eligible Purchaser. Grantee also accepts this Restricted Grant Deed and binds Grantee, its successors and assigns, to or of the Real Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Real Property or the applicable portion thereof as Eligible Purchasers, as may be defined and described herein.

4. **Maintenance and Inspection of Real Property.** The Grantee shall maintain the Real Property and the improvements thereon in good condition and repair throughout the Grantor's period of ownership of the Real Property. In addition, upon Grantor's receipt of a notice of intent to transfer as detailed in Exhibit "F" of the CC&Rs, Grantor, upon reasonable written notice of not less than ten (10) days, shall be given the right to enter and to inspect the Real Property to determine whether any violations of applicable building, plumbing, electric, fire, housing or other applicable codes exist and whether the Property has been maintained in good condition. Grantor shall notify the Owners of any noted code violations and maintenance deficiencies (collectively, the
“Deficiencies”

), and the Owners shall cure the Deficiencies in a reasonable manner acceptable to the Grantor within sixty (60) days of being notified in writing of the result of the inspections. Should the Owners fail to cure all the Deficiencies prior to the scheduled date for the close of escrow, at the option of the Grantor, escrow may be closed, title passed and money paid to the Owners subject to the condition that such funds as are necessary to cure the Deficiencies, based upon written estimates obtained by the Authority, shall be withheld from the money due the Owners and held by the escrow holder for the purpose of curing the Deficiencies. The Grantor and/or the Owners shall cause the Deficiencies to be cured and, upon certification of completion of work by the Authority, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owners.

5. Notice of Transfer. In the event the Owners intend to Transfer the Real Property, the Owners shall promptly notify the Grantor in writing of such intent. Prior to executing any documents effecting such a transfer, the Owners shall send the notice (hereinafter referred to as the “Notice of Intent to Transfer,”) in the form attached to as Exhibit “E” to the CC&R’s by certified mail return receipt requested, to the Grantor, care of the City of Inglewood, One Manchester Boulevard, Room 750, Inglewood, California 90301, Attention: City Manager, or such other address as the Grantor may designate. The Owners shall have the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow for the proposed sale of the Real Property.

6. Grantor’s Options to Designate an Eligible Purchaser or Acquire the Real Property. Unless otherwise provided for specifically in this Resale Restriction, the Owners shall sell the Real Property to a proposed purchaser or transferee who qualifies as an Eligible Purchaser. In the event the Owners proposes to Transfer the Real Property to a proposed purchaser or transferee who is not an Eligible Purchaser, the Authority shall have the right in its sole and absolute discretion, but not the obligation, to exercise the options set forth in subsection 6 paragraphs (a) and (b) as immediately set out hereinbelow.

(a) Designation of Eligible Purchaser. Upon receipt of the Notice of the Intent to Transfer, the Authority shall have the option, the consideration for which is hereby acknowledged, but not the obligation, to designate an Eligible Purchaser to purchase the Real Property in the manner set forth hereunder, if the proposed transferee is not an Eligible Purchaser. Within thirty (30) days of receipt by the Authority of the Notice of Intent to Transfer, the Authority shall: (1) determine whether the proposed transferee is an Eligible Purchaser (2) notify the Owners of the Maximum Sales Price, as defined in Section (e)7 herein, to be paid for the Real Property; (3) inspect the Real Property as described in Section (e)4, above; and (4) notify the Owners regarding the Authority’s intent to either exercise or not exercise its option to designate an alternate purchaser who is an Eligible Purchaser for the Real Property. The notification to the Owners regarding the option to designate an Eligible Purchaser shall
be sent by certified mail return receipt requested. If the Authority exercises its option to designate an Eligible Purchaser, it shall cause and the Owners shall agree to open an escrow within thirty (30) days following such notification to the Owners, so that the Real Property may be purchased by the designated Eligible Purchaser within ninety (90) days following the receipt by the Authority of the Owners’ Notice of the Intent to Transfer.

(b) Authority Option to Purchase. Upon receipt of the Notice of Intent to Transfer, the Authority shall also have the option, the consideration for which is hereby acknowledged, but not the obligation, to purchase the Real Property instead of designating an Eligible Purchaser. Within thirty (30) days of receipt by the Authority of the Notice of Intent to Transfer the Authority shall, in addition to clauses (1), (2) and (3), from subsection paragraph (a) above, notify the Owners regarding the intent of the Authority to either exercise or not exercise its option to purchase the Real Property. The notification to the Owners regarding the option to purchase the Real Property shall be sent by certified mail return receipt requested. If the Authority exercises its option to purchase the Real Property, within thirty (30) days following such notification to the Owners, an escrow shall be opened with an escrow company mutually acceptable to Authority and the Owners for the conveyance of the Real Property to the Authority. The Authority shall deposit the Option Price (as defined in Section (e)6(c) below) in escrow not later than five (5) business days prior to the anticipated close of escrow date. The Authority’s obligation to close escrow shall be subject to the Authority’s approval of a then-current preliminary title report and, at Authority’s option, environmental and other site testing. Any exceptions shown on such preliminary title report created on or after the Owners’ acquisition of the Real Property shall be removed by Owners at their sole expense prior to the close of escrow pursuant to this Section (e)6(b) unless such exception(s) is(are) accepted by Authority in its reasonable discretion; provided, however, that Authority shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of the Owners’ acquisition of the Real Property on the date of recordation of this Restricted Grant Deed in the Official Records, (iii) liens and encumbrances in favor of the City of Inglewood, (iv) the First Lien, as defined below, (v) this Resale Restriction, and (vi) matters shown as printed exceptions in the standard form CLTA owners’ policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and the Owners shall be responsible for the costs of a CLTA owner’s policy of title insurance. Authority shall have thirty (30) days after exercise of the Option to enter upon the Real Property to conduct any tests, inspections, investigations, or studies of the condition of the Real Property. Eligible Purchaser shall permit the Authority access to the Real Property for such purposes. The Authority shall indemnify, defend, and hold harmless the Eligible Purchaser from and against all claims, liabilities, or damages, including reasonable attorney’s fees and costs, caused by Authority’s activities with respect to or arising out of such testing, inspection, or investigatory activity on the Real Property. Escrow shall close promptly after acceptance.
by Authority of the condition of title and the physical and environmental condition of the Real Property, and in no event later than ninety (90) days after the date that the Authority has exercised this option to purchase the Real Property. Until the Closing, the terms of this Resale Restriction and the documents executed and recorded pursuant hereto shall remain in full force and effect.

(c) Grant of Option. The Owners hereby grant to the Authority the options described in subsection paragraphs (a) and (b) hereinafore (collectively the “Options”) on the terms and conditions set forth herein. In the exercise of either option the purchase price payable (by the Eligible Purchaser or the Authority, as the case may be) to the Owners for the Real Property (the “Option Price”) shall be the greater of (a) the Maximum Sales Price, as defined in Section (e)(7) hereof, or (b) the sum of the current balance of the First Lien (“First Lien” means the lien of the institution making the loan to the Grantee for the purchase of the Real Property from the Grantor estimated at Two Hundred Fifty Thousand Dollars ($250,000) and/or any refinancings approved by the Authority concerning said purchase money loan in the transaction memorialized in this Restricted Grant Deed), plus the Owners’ share of escrow, title and other closing costs as set forth in Section (e)(4) hereof. The Options created hereby shall be irrevocable by the Owners and shall be binding upon the successors and assigns of the Owners. The Authority shall have the right of specific performance to enforce the terms of these Options.

(d) Term for the Options. The term of the Options (“Options Term”) shall commence on the date of this Resale Restriction or “Restriction”, and shall expire upon the expiration or earlier termination of the Affordable Term or Affordability Term.

7. Determination of Maximum Sales Price.

(a) Calculation of Maximum Sales Price. In the event the Real Property is transferred to an Eligible Purchaser, the maximum amount of money and/or other consideration that the Owners may receive for a Transfer of the Real Property shall be called the “Maximum Sales Price.” The Maximum Sale Price shall consist of the payment of a purchase price that would result in a Monthly Housing Cost, as determined by the Authority, which does not exceed the product of one-twelfth (1/12th) of thirty percent (30%) times one hundred twenty percent (120%) of the Los Angeles Metropolitan area median income, as established by the United States Department of Housing and Urban Development, as adjusted from time to time and as further adjusted for household size appropriate for the Real Property. In the case where there is no Eligible Purchaser of the Real Property, the Authority shall calculate the principal and interest payments assuming a five (5%) percent down payment and an annual interest rate that is the then Fannie Mae 90-day delivery rate.
(b) **Insurance Coverage.** Insurance premiums shall be the average of three quotes obtained by the Authority for the coverage required for the First Lien holder. The deductible for the insurance shall not exceed the sum of Five Hundred Dollars ($500.00) per occurrence.

(c) **Appropriate Household Size.** Household size appropriate for the Real Property means two (2) persons for a one-bedroom house, three (3) persons for a two-bedroom house, four (4) persons for a three-bedroom house, five persons (5) for a four-bedroom house, etc.

(d) **Monthly Housing Cost.** As used herein “Monthly Housing Cost” means, for a Moderate Income Household purchasing the Real Property, all of the following associated with the Real Property, estimated or known as of the date of the proposed sale of the Real Property: (i) principal and interest payments on a mortgage loan, and any loan insurance fees associated therewith (provided that if the mortgage loan obtained by the purchaser contains principal and interest payments shall be deemed to be those which would be due upon a mortgage loan amortized over a thirty (30) year period with an interest rate equal to prevailing market rates for thirty-year fixed-rate mortgage loans); (ii) property taxes and assessments; (iii) fire and casualty insurance covering replacement value of property improvements (to the extent not covered by the homeowner association encompassing the Real Property); and (iv) any homeowner association fees. Monthly housing cost of an Eligible Purchaser shall be an average of estimated costs for the next twelve (12) month period as of the date of the Notice of Intent to Transfer.

(e) **Capital Improvements.** The Maximum Sale Price shall be increased by a sum equal to any capital improvements made to the Real Property, approved by the Authority, in writing, prior to installation of the capital improvement, during the term of the Owners’ ownership and reasonable closing costs and marketing expenses as approved by the Authority.

(f) **Maximum Sale Price Requests.** Once a year during the term of this Resale Restriction, the Owners may obtain the Maximum Sale Price for the Real Property from the Authority, by submitting the required Authority calculation fee along with a written request, provided that such Maximum Sales Price may not be obtained more frequently than any three hundred sixty (360) day period from the last Authority determination of Maximum Sales Price, during the term of this Resale Restriction. Subject to the revision of the master fee schedule of the City of Inglewood, the fee for such requests may be up to Three Hundred Dollars ($300) per request. Note such requests will require the submittal of supporting documentation following receipt of the written request and required Authority calculation fee.
8. **Defaults and Remedies.** Upon a violation of any of the provisions of this Resale Restriction, the Authority shall give written notice to the Owners by certified mail return receipt requested, specifying the nature of the violation. If the violation is not corrected to the satisfaction of the Authority within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as the Authority determines is necessary to correct the violation, the Authority may declare a default under this Resale Restriction. Upon the declaration of a default, the Authority may apply to a court of competent jurisdiction for specific performance of the obligations of this Resale Restriction, for an injunction prohibiting a proposed Transfer in violation of this Resale Restriction, for a declaration that a Transfer in violation of the provisions of this Resale Restriction is void, or for any such other relief at law or in equity as may be appropriate. In addition, the Authority may foreclose under its Note secured by deed of trust in favor of the Authority. In the event of a default by the Owners, and/or by the Owners' transferee in those circumstances where a transfer has occurred in violation of this Resale Restriction, the Owner and/or the Owners' transferee shall hold the Authority and its employees, agents, etc., harmlessly and reimburse the expenses, legal fees and costs for any action the Authority takes in enforcing the provisions of this Resale Restriction.

9. **Authority's Option to Purchase Upon Default.** In addition to the remedies provided the Authority in Section (e)8 above, the Authority has and is hereby granted the option ("Default Option") to purchase the Real Property effective upon the declaration of a written default by the Authority. The Authority's option to purchase may be exercised upon a default under this Resale Restriction on the following terms and conditions:

   (a) **Grant of Default Option.** The Owners hereby grant to Authority an option, (the "Default Option"), the consideration for which is hereby acknowledged, to purchase the Real Property on the terms and conditions set forth herein. The purchase price payable by the Authority to the Owners for the Real Property (the "Default Option Price") shall be the greater of (a) the Maximum Sales Price, as defined in Section (e)7 hereof, or (b) the sum of the current balance of the First Lien ("First Lien" means the lien of the institution approved in advance and in writing by the Authority, that is making the purchase money loan to the Eligible Purchaser for the purchase of the Real Property contemplated by this Restricted Grant Deed and/or any Authority approved refinancings), plus the Owners' share of escrow, title and other closing costs as set forth in Section (e)4 hereof. The Option created hereby shall be irrevocable by Owners and shall be binding upon all successors and assigns of Owners. The Authority shall have the right of specific performance to enforce the terms of this Default Option.

   (b) **Term for Default Option.** The term of the Default Option ("Default Option Term") shall commence on the date of this Resale Restriction or
“Restriction”, and shall expire upon the expiration or termination of the Affordable Term or Affordability Term.

(c) Exercise of Default Option. The Default Option may be exercised by Authority’s delivery to Owners of written notice of such exercise (the “Exercise Notice”) only upon the occurrence of an event of default under the First Lien. In the event that the Authority exercises the Default Option, but the Owners cure the default of the First Lien prior to the sale of the Real Property to the Authority, the Authority’s exercise of the Default Option shall be deemed revoked. The revocation of the exercise of the Default Option shall not terminate the Default Option or preclude the Authority from subsequently exercising the Default Option upon a later event of default under the First Lien.

(d) Escrow and Completion of Sale. Within five (5) days after the Authority has exercised the Default Option, or as soon thereafter as reasonably practicable, an escrow shall be opened with an escrow company mutually acceptable to Authority and Owners for the conveyance of the Real Property to the Authority. The Authority shall deposit the Default Option Price in escrow not later than one (1) business day prior to the anticipated close of escrow date. The Authority’s obligation to close escrow shall be subject to the Authority’s approval of a then-current preliminary title report and, at Authority ‘s option, environmental and other site testing. Any exceptions shown on such preliminary title report created on or after the Owners’ acquisition of the Real Property shall be removed by Owners at their sole expense prior to the close of escrow pursuant to this Section (e)9(d) unless such exception(s) is(are) accepted by Authority in its reasonable discretion; provided, however, that Authority shall accept the following exceptions to title: (i) current taxes not yet delinquent, (ii) matters affecting title existing on the date of Owner’s acquisition of the Real Property, (iii) liens and encumbrances in favor of the City of Inglewood, (iv) the First Lien (if the Authority is taking subject to the First Lien), (v) the Restriction, and (vi) matters shown as printed exceptions in the standard form CLTA owners’ policy of title insurance. The parties shall each be responsible for one-half of the escrow fees, documentary transfer taxes, recording fees and any other costs and expenses of the escrow, and the Owners shall be responsible for the costs of a CLTA owners’ policy of title insurance. Authority shall have thirty (30) days after exercise of the Option to enter upon the Real Property to conduct any tests, inspections, investigations, or studies of the condition of the Real Property. Owner shall permit the Authority access to the Real Property for such purposes. The Authority shall indemnify, defend, and hold harmless Owners and its officers, directors, shareholders, partners, employees, agents, and representatives from and against all claims, liabilities, or damages, and including expert witness fees and reasonable attorney’s fees and costs, caused by Authority ‘s activities with respect to or arising out of such testing, inspection, or investigatory activity on the Real Property. Escrow shall close promptly after acceptance by Authority of the condition of title and the physical and environmental condition of the Real Property, and in no event later than
ninety (90) days after the date that the Authority has exercised the Option. Until the Closing, the terms of this Resale Restriction and the documents executed and recorded pursuant hereto shall remain in full force and effect.

10. Non-liability of the Authority. In no event shall the Authority become in any way liable or obligated to the Owners or to any successor-in-interest of the Owners by reason of its Options set forth in Section (e)6 or its Default Option set forth in Section (e)9 herein nor shall the Authority be in any way obligated or liable to the Owners or any successor-in-interest of the Owners for the Authority’s failure to exercise such Options or Default Option.

11. Binding on Successor and Assigns. This Resale Restriction shall be fully binding upon the Owners, and each of his/her/their respective heirs, legal representative executors, successors in interest and assigns, and shall be of benefit to the Authority and its successors except as provided in Section (e)3.

12. Subordination. This Resale Restriction shall be senior to any deed of trust or mortgage on the Real Property made by or held by an institutional lender or investor, as limited and restricted in Section (e)18 hereof.

13. Invalid Provisions. If anyone or more of the provisions contained in this Resale Restriction shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in this Resale Restriction, and this Resale Restriction shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Controlling Law. The terms of this Resale Restriction shall be interpreted under the laws of the State of California.

15. Notices. All notices required herein shall be sent to the Authority by certified mail return receipt requested, as follows:

Inglewood Housing Authority  
Inglewood City Hall  
One Manchester Boulevard, Ninth Floor  
Inglewood, CA 90301  
Attention: Executive Director

or such other address that the Authority may subsequently request in writing. Notices to the Owner(s) shall be sent by certified mail return receipt requested to the Real Property address.
16. **Interpretation of Restriction Covenants.** The terms of this Resale Restriction shall be interpreted to encourage to the extent possible that the Maximum Sale Price of and mortgage payments for the Real Property remain affordable to households earning one hundred twenty percent (120%) or below of the area medium income as adjusted annually and as further adjusted for household size.

17. **Written Consent of Authority Required Before Transfer.** During the Affordability Term, the Real Property, and any interest therein, shall not be conveyed by any Transfer or refinancing, except as expressly provided in this Resale Restriction, except with the express written consent of the Authority.

18. **Encumbrances.**

(a) **Priority of Resale Restriction.** The provisions of this Resale Restriction shall be senior to any First Lien on the Real Property held by the lender, and by making the First Lien such lender agrees to be bound by the provisions of this Resale Restriction. Such lender, or lender’s assignee or successor in interest, shall be permitted to exercise its remedies under the First Lien in the event of default under the First Lien by Owners. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure.

(b) **Effect of Foreclosure.** The Authority agrees and covenants that upon the expiration of the statutory period after the receipt of a filed and unrestricted ninety (90) day notice of default concerning the First Lien, including all extensions of such notice, in the manner and in the time which is required to be given to subordinate lenders under California Civil Code Section 2924b (or successor code section), the Authority shall perform one of the following actions, at its sole election (provided that the Authority does not convey title to a new purchaser within one hundred eighty (180) days after it obtains title to the Real Property, the First Lien Holder may proceed with any and all remedies under the First Lien without further action on the part of the Authority):

(i) It shall cure the default under the terms of the First Lien on or before the fifth (5th) day after the filing of a Notice of Sale by the holder of the First Lien, and shall thereafter diligently pursue its remedies, including without limitation foreclosure, pursuant to the Promissory Note and Deed of Trust in favor of the Authority. Upon the acquisition of title by the Authority the holder of the First Lien shall not accelerate nor call its note secured by the First Lien due and payable and the Authority shall be entitled to reconvey the Real Property to an Eligible Purchaser upon the payoff of the First Lien holder, concurrently with the acquisition of title by the new Eligible Purchaser. Nothing contained herein shall allow the Authority to assume the note secured by the First Lien upon its acquisition of title through a foreclosure of its Deed of Trust or through the receipt of a deed in lieu of foreclosure. The Authority shall only be permitted to acquire title subject to the First Lien until such time as a new purchaser is
conveyed title, but in no event, more than one hundred eighty (180) days after the Authority obtains title to the Real Property; or

(ii) It shall acquire the Real Property, and shall, pay off the full amount due and payable under the First Lien at the close of escrow for the acquisition of the Real Property.

Each holder of a First Lien shall be an intended third party beneficiary of the Authority’s obligations pursuant to this Section (e)18(b), and shall be entitled to enforce the provisions hereof through legal or equitable means. The Authority may, from time-to-time, require the holder of a First Lien to execute a subordination agreement or other document which memorializes the priority of this Restriction. Provided, however, at no time, shall a holder of a First Lien be required to subordinate the lien of its First Lien to the Deed of Trust in favor of the Authority, however.

(c) Request for Notice of Default. The Authority shall cause a Request for Special Notice to be recorded on the Real Property subsequent to the recordation of the First Lien deed of trust or mortgage requesting a statutory notice of default as set forth in California Civil Code Section 2924b. The recordation of the Request for Special Notice shall not be deemed to waive the Authority’s right to receive any other notices required by statute of otherwise.

(d) Loan-to-Value Standards. Owners agree that it shall not record or cause the recordation of any deed of trust (a “Further Encumbrance”) securing any note having an original principal amount which, when added to the sum of the principal amount(s) of any Authority approved notes secured by any deeds of trust recorded against the Real Property as of the date of recordation of the Further Encumbrance, excluding the Authority’s Deed of Trust, exceeds one hundred percent (100%) of the Restricted Value of the Real Property. The Restricted Value of Real Property is defined as the Maximum Sales Price as hereinbefore defined. Owners further agree that they shall not record or cause the recordation of any Further Encumbrance securing a note refinancing the existing First Lien which allows the Owners to obtain any cash out within the process of refinancing. A refinancing shall not be deemed a cash out refinancing, if it pays for: (i) customary origination costs and closing costs; (ii) the principal amount and accrued interest on the existing First Lien, provided that such First Lien is not more than sixty (60) days delinquent; (iii) certain costs for the improvement of the Real Property which, in the opinion of the Owners, as approved by the Authority, in writing in advance of the performance of the improvements, are necessary in order to maintain the Real Property in good condition; or (iv) the cost of any other improvements to the Real Property requested by the Owners, as long such costs have been approved in advance by the Authority, which approval, in any case, shall not be unreasonably withheld. The Authority agrees to subordinate the lien of the Promissory Note and the
Deed of Trust to a Further Encumbrance which does not exceed the foregoing loan-to-value standards and satisfies the limitations established in this subsection (d).

19. **Monitoring.** The Owners shall provide an annual report to the Authority confirming in writing that he/she/they reside in the Real Property and have not leased or rented the Real Property. The Owners shall also provide evidence of property insurance, the payment of taxes, if not impounded, and any and all other information reasonably needed by the Authority to assure compliance with the terms of this Resale Restriction which shall be supplied on a form or forms prepared by the Authority. Within fifteen (15) days of a written request from the Authority to the Owners, Owners shall respond with all requested information in order that the Authority may fully perform its monitoring responsibilities under the terms of this Resale Restriction. Failure to completely and timely comply with requests shall be deemed a material default under the terms of this Resale Restriction.

20. **Right of First Lien Holder to Condemnation Proceeds and Insurance Proceeds.** Nothing contained in this Resale Restriction shall impair the right of the First Lien holder to first priority to any and all hazard insurance proceeds and/or condemnation awards, as set forth in the loan documentation of the First Lien holder, to the extent of the First Lien and any and all costs, interest and fees incurred or accrued under the First Lien at the time of the settlement.

[THE REMAINDER OF THIS PAGE IS BLANK]
IN WITNESS WHEREOF, Grantor has caused this Restricted Grant Deed to be executed by its representative thereunto duly authorized as of the day and year first above written. Grantee confirms acceptance of the terms hereinabove by signing this Restricted Grant Deed in the space provided hereinbelow.

"GRANTOR"

INGLEWOOD HOUSING AUTHORITY

By: __________________________
    James T. Butts, Jr.
    Chair

APPROVED AS TO FORM AND LEGALITY:
KENNETH CAMPOS
General Counsel

By: __________________________

KANE, BALLMER & BERKMAN
Special Counsel

By: __________________________
    Royce K. Jones

ATTEST:
AISHA L. THOMPSON
Secretary

By: __________________________
    Aisha L. Thompson
Grantee Acceptance

The terms in this Restricted Grant Deed, including the HAP Program and HAP Documents, including but not limited to the covenants running with the land, and the acceptance of the interest in Real Property conveyed by this Restricted Grant Deed from the INGLEWOOD HOUSING AUTHORITY, a public body, corporate and politic, are hereby accepted by the Grantee. The undersigned Grantee further acknowledges as follows:

1. I have purchased the home and underlying real property located at 730 Cory Drive, Unit 9, Inglewood, California 90302 which is the property described in this Restricted Grant Deed as the Real Property.

2. There is recorded against this Real Property a certain Affordable Housing Resale Restrictions, Option to Designate Eligible Purchasers and Option to Purchase Upon Default as contained in Section (e) of the Restricted Grant Deed (“Resale Restriction”).

3. I meet the current occupancy and income requirements established by the Inglewood Housing Authority, as successor to the housing functions of the former Inglewood Redevelopment Agency, in order to be deemed an “Eligible Purchaser” under Exhibit “D” of the CC&Rs recorded in the Official Records separately and concurrently with the Restricted Grant Deed.

4. I have read and fully understand the terms of the HAP Covenant, HAP Documents, including the Note, Restricted Grant Deed, including the Power of Termination (paragraph G) and Resale Restriction (section (e)), and have had the opportunity to ask Authority staff any questions we have about the document.

5. I understand that this document, the Restricted Grant Deed, runs with the land and is binding on me/us when I/we decide to transfer or sell the Real Property, and I/we agree to comply fully with its terms.

"GRANTEE"

SHARRELL KERIESHA LITTLE

Inglewood HA
Public Purpose
Restricted Grant Deed
-23-
Attachment No. 3
CC&Rs (41 Pages, including this cover page)
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
(HOMEBUYER ASSISTANCE PROGRAM)
[Sharrell Keriesha Little – 730 Cory Drive, Unit 9, Inglewood, CA 90302]

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter “Declaration”) is made this 9th day of September, 2021 (hereinafter the “Effective Date”), by SHARRELL KERIESHA LITTLE, a single woman (hereinafter “Declarant” also sometimes referenced herein as an “Owner”; Owner shall also include a Permitted Transfer by Declarant, as Permitted Transfer is defined hereinbelow), and the INGLEWOOD HOUSING AUTHORITY (hereinafter “Authority”), in connection with that certain parcel of real property located in the City of Inglewood, County of Los Angeles, California, described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter the “Property”).

RECITALS

WHEREAS, the Authority is charged with the responsibility of implementing the Homebuyer Assistance Program Guidelines, including but not limited any amendments thereto as well as any policies and implementation rules thereof (hereinafter “Program”) as administered by the Authority with the specific
goal of providing affordable housing opportunities for Low/Moderate/Middle-Income (hereinafter “LMMI”) households within the City of Inglewood.

WHEREAS, pursuant to the Program the Authority has reviewed and approved certain documentation provided by Declarant indicating that its total household income does not exceed 120% of the applicable area median income for the Los Angeles-Long Beach Metropolitan Statistical Area, as amended from time to time.

WHEREAS, in order to implement the Program and further assist with the development of affordable housing within the City of Inglewood, Authority and Declarant have agreed to enter into this Declaration to establish certain covenants, conditions and restrictions and equitable servitudes running with the land imposed upon the Property; and

WHEREAS, the purpose of this Declaration is to establish: (i) certain LMMI household income limitations for the Property; (ii) certain occupancy requirements of the Declarant for the Property; (iii) the recapture and payment of principal amount in that certain promissory note dated September 9, 2021 executed by Declarant (hereinafter the “Note” which by this reference is fully incorporated herein) provided by the Authority to Declarant as acquisition subsidy loan financing; a specimen promissory note is affixed hereto as Exhibit “B”; the promissory note shall be secured by a deed of trust—a specimen of which is attached hereto as Exhibit “C”; and (iv) various maintenance, insurance and inspection requirements for the Property, all in accordance with the Program requirements.

NOW, THEREFORE, Declarant, on behalf of itself, and all successors-in-interests and assigns hereby agrees to restrict the Property and make the following declaration:

A. Homebuyer Assistance Program Provisions of Declaration of Covenants, Conditions, & Restrictions

1. Acknowledgment and Certification. The Declarant hereby acknowledges and certifies receipt of this Declaration and agrees to all of the limitations and restrictions contained herein. Declarant also acknowledges and certifies receipt of the Authority’s Homebuyer Assistance Program Guidelines which are a public record and available with the Secretary of the Authority and incorporated herein by this reference.
2. **Ownership and Occupancy of Residency.** The Declarant hereby covenants and agrees that it will own and occupy the Property as its principal place of residence, throughout its ownership of the Property during the Affordability Term except as otherwise provided in this Declaration. For purposes of this Declaration, Declarant shall be deemed to have satisfied the occupancy requirement if it occupies the Property as a principal place of residence for at least ten (10) months out of each calendar year. Under no circumstances shall the Declarant be permitted to lease or rent the Property during the Affordability Term.

3. **Affordability Term.** The term of this Declaration shall run for a period of forty-five (45) years following the recordation of this Declaration in the Official Records of the Office of the Los Angeles County Recorder (“Official Records”). The Affordability Term shall run from the date of recordation of this Declaration in the Official Records until expiration forty-five (45) years thereafter. During the entire period of the Affordability Term, any “Sale or Transfer” of the Property shall be subject to the payment of the Principal Amount, as may be reduced under the terms of the Note incident to certain loan forgiveness provisions for Borrower’s successful compliance with the terms of the Homebuyer Assistance Program as set out in more detail in the Note.

4. **Sale or Transfer Defined.**

(a) “Sale or Transfer” shall any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property, or any portion thereof, including an unpermitted financing or refinancing. Without limiting the generality of the foregoing, Sale or Transfer shall also include: (i) a transfer by devise, inheritance or intestacy to a party who is not approved in advance by the Authority; (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Property; or (v) any voluntary or involuntary conveyance of the Property. A “no cash out refinancing” shall be deemed a permitted transfer of the Property and shall not constitute a Sale or Transfer.

(b) Moreover, a Sale or Transfer shall not include a transfer to: (i) a spouse as part of a dissolution proceeding; (ii) a spouse who marries the Owner after the Owner has acquired title to the Property; (iii) an Owner, who acquired a deceased spouse’s interest in the Property, upon the death of that spouse; (iv) a child of the Declarant, as set out in more particular detail in Revenue & Taxation Code section 63.1; (v) to create a joint tenancy with the child of the Declarant under Revenue & Taxation Code section 63.1 and such joint tenancy interest as created and specifically as set out in Revenue & Taxation Code section 65; (vi) the
Declarant as a present beneficiary of the Declarant’s revocable trust, including the Declarant and or the Declarant’s child as present beneficiary or beneficiaries under the specific terms of Revenue & Taxation Code section 63.1 pursuant to Revenue & Taxation Code section 62(d); and (vii) any sale or transfer by the Declarant of any part of the Property or any interest therein it, which under federal and/or California law, including, but not limited to, would not, by itself, permit the Authority, as Note Holder on the Note to exercise a due on sale or due on encumbrance clause.

5. **Declarant Defined.** Declarant shall consist of the owners of the Property who shall meet all of the following household qualifications:

(a) A household who intends to and occupies the Property as a principal place of residence as provided in Section 2 hereinabove;

(b) A household with an annual income that does not exceed one hundred twenty percent (120%) of the median income for the Los Angeles Metropolitan Statistical Area based on the applicable household size, as adjusted annually pursuant to Section 50093 of the California Health & Safety Code. Income is subject to verification by the Authority which shall establish a level of household income. The median income is set forth in Exhibit “D”, and shall be updated at the time of conveyance; and

(c) A household that pledges not to lease or rent the Property to third parties during the entire term of the Affordability Term.

6. **Maintenance and Inspection of Property.** The Owners shall maintain the Property and the improvements thereon in good condition and repair throughout the Owners’ period of ownership of the Property. In addition, upon Authority’s receipt of a notice of intent to transfer as detailed in Section A.7. below, Authority, upon reasonable written notice of not less than ten (10) days, shall be given the right to enter and to inspect the Property to determine whether any violations of applicable building, plumbing, electric, fire, housing or other applicable codes exist and whether the Property has been maintained in good condition. Authority shall notify the Owners of any noted code violations and maintenance deficiencies (collectively, the “Deficiencies”), and the Owners shall cure the Deficiencies in a reasonable manner acceptable to the Authority within sixty (60) days of being notified in writing of the result of the inspections. Should the Owners fail to cure all the Deficiencies prior to the scheduled date for the close
of escrow, at the option of the Authority, escrow may be closed, title passed and money paid to the Owners subject to the condition that such funds as are necessary to cure the Deficiencies, based upon written estimates obtained by the Authority, shall be withheld from the money due the Owners and held by the escrow holder for the purpose of curing the Deficiencies. The Authority and/or the Owners shall cause the Deficiencies to be cured and, upon certification of completion of work by the Authority, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owners.

7. **Notice of Transfer.** In the event the Owner intends to Transfer the Property, the Owners shall promptly notify the Authority in writing of such intent. Prior to executing any documents effecting such a transfer, the Owners shall send the notice (hereinafter referred to as the “Notice of Intent to Transfer”), in the form attached hereto as Exhibit “E”, by certified mail return receipt requested, to the Authority, One Manchester Boulevard, Inglewood, California 90301, Attention: IHA Homebuyer Assistance Program, or such other address as the Authority may designate. The Owners shall have the right to withdraw the Notice of Intent to Transfer prior to the opening of escrow for the proposed sale of the Property.

8. **Public Purpose Acquisition.** The Property was acquired by the Authority on behalf of Declarant for the amount of Five Hundred Forty Two Thousand Dollars ($542,000) plus related closing costs and resold at the amount of Three Hundred Twelve Thousand Five Hundred Dollars ($312,500). Pursuant to the Authority’s powers under Inglewood Housing Authority First Time Homebuyer Assistance Program and the State of California Housing Authority Law under the California Health & Safety Code Division 24, Part 2, Chapter 1, including, but not limited to, Health & Safety Code sections 34312(a), 34312(d)(1), 34312.3(b), 34312.3(f), 34312.5(b), 34315, 34315.3, and 34319 as well as California Revenue & Taxation Code sections 402.1(a)(2), 402.1(a)(10)(B), 402.1(a)(10)(D), and 402.1(a)(11) the reduction in the sales price from the Authority to the Declarant was justified for affordable housing purposes of the Authority and the IHA Homebuyer Assistance Program and the Authority reserves the right to not only recapture the amounts under the Note, but the differential between the price paid by the Authority and the sales price from the Authority to the Declarant. Incident to this investment of public funds, and among other rights and remedies herein and specimens attached and given by the Declarant to the Authority, Declarant agrees and acknowledges Authority has reserved the right under Civil Code section 885.010 to terminate the Declarant’s estate in the Property with the right of reentry and power to reenter the Property to and upon the Authority as further set out in that certain grant deed conveying the Property to Declarant from the Authority.
B. Uniform Provisions of Declaration of Covenants, Conditions, and Restrictions concerning Recapture

1. **Recapture Requirement.** Declarant agrees and covenants on behalf of itself and its successors and assigns and each successor-in-interest to the Property, that upon the repayment at all times during the term of this Declaration set forth in Paragraph 2 hereof, the Property shall be subject to the following provisions:

   (A). for purposes of this Declaration, Sale or Transfer shall not include the following permitted transfers as defined as follows:

1. **Permitted Transfer or Sale of the Property or a Beneficial Interest in Declarant.** Declarant agrees that where the Authority administered funds to be used in financing the purchase or continued use of the Property, no transfer of the Property will be permitted and no successor-in-interest to the Declarant(s) will be permitted to take title to the Property or assume the loan of the Authority evidenced by the Note given by the Declarant, unless the written consent of the Authority to the transfer has first been obtained. No such consent will be given by the Authority except in the following limited circumstances:

   (a) the transfer results from the death of a Declarant or Owner and the transfer is to the surviving spouse of the Declarant or Owner and the surviving spouse is also a Declarant or Owner;

   (b) a transfer by a Declarant or Owner to his or her spouse when the spouse becomes by such a transfer, a co-owner of the Property;

   (c) a transfer of the Property resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree which requires the Declarant or Owner to continue to make payments on the Note and by which a spouse who is already a Declarant or Owner becomes the sole owner of the Property;

   (d) a transfer by a Declarant or Owner to an *inter vivos* trust in which the Declarant or Owner is the sole beneficiary;
(e) a transfer by a Declarant to a child of the Declarant as set out in Revenue & Taxation Code section 63.1;

(f) a transfer by a Declarant to create a joint tenancy with the child of the Declarant under Revenue & Taxation Code section 63.1 and such joint tenancy interest as created and specifically as set out in Revenue & Taxation Code section 65; and

(g) a transfer by the Declarant to the Declarant as a present beneficiary of the Declarant’s revocable trust, including the Declarant and or the Declarant’s child as present beneficiary or beneficiaries under the specific terms of Revenue & Taxation Code section 63.1 pursuant to Revenue & Taxation Code section 62(d).

2. **Prohibited Transfer.**

(a) If the Declarant or any Owner sells, agrees to sell, conveys and/or transfers the Property, or any portion thereof, in violation of the terms of Paragraph 16 the deed of trust in favor of the Authority ("Trust Deed"), then the Authority may, at its option, in addition to any and all other remedies available to it, require immediate payment in full of all sums, secured by the Trust Deed. However, this option shall not be exercised by the Authority if such exercise is prohibited by federal law as of the date of this Declaration, or if the Authority has executed a separate written waiver of this option.

(b) If the Authority exercises this option, the Authority shall give the Declarant or Owner a Notice of Acceleration. The notice shall provide a period of not less than thirty (30) days from the date that the notice is delivered or mailed within which the Declarant or Owner must pay all sums secured by this Declaration. If Declarant or Owner fails to pay these sums the Authority may invoke any remedies permitted by this Declaration without further notice or demand on Declarant or Owner.
3. **Covenant, Conditions and Restrictions.** The Property is subject to Covenants, Conditions and Restrictions ("Restrictions") between the Authority and Declarant or Owner, which are not attached hereto but are incorporated by reference. Declarant or Owner acknowledges receipt of said Restrictions and agrees, for himself, his heirs, successors and assigns, to be bound by the same.

4. **Warranties of Declarant or Owner.** Declarant or Owner warrants to the Authority as follows:

   (a) That Declarant or Owner is a first-time homebuyer; that is, he/she has not owned a home within a three (3) year period immediately preceding the date of this Declaration; or,

   (b) That Declarant or Owner is a displaced homemaker; or

   (c) That Declarant or Owner is a single parent.

5. **Further Warranties of Declarant or Owner.**
Declarant or Owner further warrants to the Authority as follows:

   (a) That Declarant or Owner's annual gross income does not exceed one hundred twenty percent (120%) of the median income for the Los Angeles County metropolitan area, as adjusted for family size, as said median income is determined by HUD, on the latter of:

   1. the date of initial occupancy of the Property; or

   2. the date of the recordation of this Declaration.

   (b) That for so long as the Declarant or Owner owns the Property, Declarant or Owner will reside in the Property as Declarant or Owner's principal place of residence. Declarant or Owner agrees not to sublet, lease, or rent out the Property during the term of this Declaration.

6. **Foreclosure by Holder of Senior Loan does not Wipe Out This Declaration.** This Declaration is not subordinate to any other Declaration
or mortgage on the Property made by or held by an institutional lender of investor. Any party, and its successors and assigns, receiving title to the Property through a trustee's sale, a judicial foreclosure sale or any conveyance or transfer thereafter, shall not receive title free and clear of the provisions of this Declaration and any and all affordability restrictions. Affordability restrictions and the terms of this Declaration shall be in effect for the term set out in the paragraph that follows, Section B.2. of this Declaration.

2. **TERM.** This Declaration shall be in effect from the date of recordation until expiration forty-five (45) years thereafter.

3. **COVENANT AGAINST DISCRIMINATION.** Declarant or Owner covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, not to discriminate against any prospective purchaser of the Property on the basis of race, religion, sex or national origin.

4. **ENFORCEMENT.** Declarant or Owner expressly agrees and declares that the Authority or the City of Inglewood ("City") is a proper party and shall have standing to initiate and pursue any and all actions or proceedings, at law or in equity to enforce the provision hereof and/or to recover damages for any default hereunder and/or to enforce the terms of this Declaration. Further, the Authority shall be the proper party to waive, relinquish, release or modify the rights, covenants, obligations or restrictions contained in or arising under this Declaration.

5. **ATTORNEY'S FEES.** In the event of any litigation for the enforcement or interpretation of this Declaration, whether an action-at-law, arbitration or any manner of non-judicial dispute resolution agreed to by both parties by reason of the breach of any condition or covenant, representation or warranty in this Declaration or otherwise arising out of this Declaration, the prevailing party in such action, arbitration or proceeding shall be entitled to recover from the other, reasonable attorney's fees, to be fixed by the court, which shall render a judgment, as well as the costs of suit.

6. **SEVERABILITY.** In the event that any provision or covenant of this Declaration is held by a court of competent jurisdiction, to be invalid or unenforceable, then it shall be severed from the remaining portions of this Declaration, which shall remain in full force and effect.

7. **COVENANTS TO RUN WITH THE LAND.** The covenants contained herein shall constitute "covenants running with the land" pursuant to Civil Code
Sections 1460, 1462, 1463, 1464, 1465, 1467 and 1468, to the extent applicable, and shall bind the Property and every person having an interest therein during the term of this Declaration, including Declarant or Owner and its successors, heirs, and assigns. Declarant or Owner agrees for itself and its successors that, in the event that for any reason whatsoever, a court of competent jurisdiction determines that the foregoing covenants do not run with the land, such covenants shall be enforced as equitable servitudes against the Property.

8. **RECORDATION.** This Declaration shall be recorded in the Office of the County Recorder of Los Angeles, California.

9. **REMEDIES CUMULATIVE.** The Authority shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to re-dress the breach of agreement or covenant.

10. **MORTGAGEE PROTECTION.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Declaration shall defeat, render invalid or in any way, impair the lien or charge of any permitted deed of trust recorded on the Property.

11. **HOUSING QUALITY STANDARDS.** In the event that a Declarant or Owner has agreed to rehabilitate the Property under an agreement with the Authority, then Declarant or Owner agrees that the Property will meet or exceed the Department of Housing and Urban Development’s (“HUD”) Section 8 Housing Quality Standards no later than one (1) year from the date of the recordation of this Declaration. The Property shall continue to meet said standards for the term of this Declaration. Declarant or Owner shall allow Authority or City to inspect the Property annually, upon not less than seven (7) days written notice, to assure compliance with this requirement. Further, Declarant or Owner shall submit to Authority or City, such documentary evidence annually, as Authority or City may request, including building permits, plans, receipts, etc., to document compliance with the terms of this Paragraph 11.

12. **HEADINGS.** The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

13. **LIBERAL CONSTRUCTION.** The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision later.
14. **NUMBER: GENDER.** The singular shall include the plural and the plural the singular, unless the context requires the contrary; and the masculine, feminine and neuter shall include the masculine, feminine or neuter, as the context requires.

15. **EXHIBITS.** Any exhibits referenced herein and attached to this Declaration are hereby incorporated by reference.

16. **NOTICES TO MORTGAGEES OF RECORD.** On any loss to the Property, if such loss exceeds One Thousand Dollars ($1,000.00), notice in writing of such loss shall be given to each mortgagee of record.

17. **FIRE AND EXTENDED COVERAGE INSURANCE.** Declarant or Owner shall obtain and maintain a policy of fire insurance for the full insurable value of all the improvements within the Property. The form, content and term of the policy, its endorsements and the issuing company must be satisfactory to all mortgagees. If more than one mortgagee has a loan of record against the Property, or any part thereof, the policy and endorsement shall meet the maximum standards of the various mortgagees represented in the Property. The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement, vandalism and malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlements covering the full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall name as insureds the owners, Declarant or Owner and the mortgagees, as long as their respective interests may appear. “Mortgagees”, as used herein, includes beneficiaries under a deed of trust.

18. **BINDING EFFECT.** This Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant or Owner and the heirs, personal representatives, grantees, tenants, successors-in-interest or assigns of the owners.

19. **CERTIFICATIONS BY DECLARANT OR OWNER.** Not less frequently than once a year, Declarant or Owner shall certify to Authority or City that Declarant or Owner:

   (a) Complies with all the terms and conditions of this Declaration and the Trust Deed, along with the Authority’s Homebuyer Assistance Program Guidelines and terms of the Authority’s Homebuyer Assistance Program in existence under said Guidelines at the time of recordation of this Declaration, including such other terms and conditions, as may be
amended form time to time; and

(b) Has obtained and does maintain fire and casualty insurance of the Property satisfactory to Authority or City, including a certificate of insurance, of which Authority or City shall be a holder, from the insurance company providing coverage satisfactory to Authority or City which may not be canceled by the insurance company without thirty (30) days advance notice of cancellation.

IN WITNESS WHEREOF, Declarant or Owner has executed this Declaration of Covenants, Conditions and Restrictions.

__________________________  ________________
Sharrell Keriesha Little     Date

AUTHORITY:
INGLEWOOD HOUSING AUTHORITY,
a public body, corporate and politic

By: _________________________
    James T. Butts, Jr., Chair

APPROVED AS TO FORM AND LEGALITY:
KENNETH R. CAMPOS
General Counsel

By: _________________________
    Kenneth R. Campos, Esq

APPROVED:
KANE, BERKMAN & BERKMAN
Authority Special Counsel

By: _________________________
    Royce K. Jones, Esq.

ATTEST:

By: _________________________
    Aisha L. Thompson, Secretary
EXHIBIT “A”
LEGAL DESCRIPTION
(730 CORY DRIVE, UNIT 9, INGLEWOOD, CA 90302)

The land referred to herein below is situated in the County of Los Angeles, State of California and described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

(A) AN UNDIVIDED 1/37 INTEREST IN LOT 1 OF TRACT NO. 42491, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1014, PAGES 70 AND 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT UNITS 1 TO 37 INCLUSIVE AS SHOWN ON THE CONDOMINIUM PLAN RECORDED FEBRUARY 28, 1984 AS INSTRUMENT NO. 84-244243.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

(B) UNIT 9 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 2:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PATIO, OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS “RESTRICTED COMMON AREA” P-9 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A GARAGE SPACE(S), OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS "RESTRICTED COMMON AREA" G67 AND G68 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

APN: 4017-021-060

Endpoint File No.: 108390CA
EXHIBIT B

TO HAP COVENANT

PROMISSORY NOTE

(APPEAR BEHIND THIS PAGE)
PROMISSORY NOTE
[Homebuyer Assistance Program; Graduated Forgiveness Over 45 Years]

$62,500

730 CORY DRIVE, UNIT 9
Property Address

INGLEWOOD, CA 90302
City State Zip Code

Borrower’s Promise to Pay in return for the receipt of a loan in the principal amount of SIXTY TWO THOUSAND FIVE HUNDRED U.S. DOLLARS ($62,500.00)(hereinafter referred to herein and further defined below as “Principal Amount”) as provided by the INGLEWOOD HOUSING AUTHORITY pursuant to the terms and conditions of this Promissory Note (hereinafter referred to as “Note”), I, SHARRELL KERIESHA LITTLE (hereinafter referred to as “Borrower”) hereby promises to pay the entire amount of the Principal Amount plus an additional amount allowable under this Note and by law in favor of the INGLEWOOD HOUSING AUTHORITY, Homebuyer Assistance Program, (hereinafter referred to and further defined below as “Lender” or “Note Holder”) with respect to that certain real property located at 730 Cory Drive, Unit 9, Inglewood, California 90302 bearing Los Angeles County Assessor’s Parcel Number 4017-021-060 which is hereinafter referred to and further defined below as “Property” in accordance with the terms and conditions of this Note.

1. Definitions The following terms used in this Note shall have the definitions ascribed to them throughout this Note:

   A) Forgiveness. For reference purposes only and subject to the terms of paragraph 3 below, the Principal Amount is partially reduced so long as the Borrower complies with the Homebuyer Assistance Program, and documents of the Authority, including this Note, at the rate set out in paragraph 5 entitled “Repayment” of those certain August 7, 2018 IHA Homebuyer Assistance Program Guidelines as further described in paragraph 3 of this Note (“Forgiveness Rate”); consummation of the Forgiveness Rate requires a minimum of fifteen (15) years prior to the application of any Forgiveness Rate and loan forgiveness provisions hereof as further set out in paragraph 3 of this Note; so long as Borrower is in compliance with the Homebuyer Assistance Program, Guidelines (as described hereinbelow), this Note, the trust deed securing this Note (“Trust Deed”), and the
declarations of covenants, conditions, and restrictions recorded against the Property and in favor of the Lender ("Declaration"), the provisions for Forgiveness hereunder and set out in paragraph 3(a) of this Note are held in abeyance subject to the Refinancing and Acceleration provisions set out in paragraphs 3(b) and 3(c) respectively. In amplification, should Borrower live in the Property or otherwise comply with the Homebuyer Assistance Program, Guidelines, Declaration, Note, and Trust Deed through the Maturity Date, the Note by its own terms would be fully forgiven. Should there be a Sale or Transfer, Refinancing, or Acceleration, the Forgiveness Rate does not apply and instead the repayment terms of this Note are government by paragraph 3 and not at the Forgiveness Rate. In the event of a violation of any terms of this Note or any non-compliance by the Borrower hereof, the Forgiveness Rate is inapplicable and Borrower is subject to the acceleration clause under paragraph 7 of the August 7, 2018 IHA Homebuyer Assistance Program Guidelines calling for a repayment of one hundred percent (100%) of the Principal Amount in the event of a violation within twenty-five (25) years of the Commencement Date (as defined hereinbelow) and fifty percent (50%) of the Principal Amount in the event of a violation between the twenty-sixth (26th) anniversary of the Commencement Date and the forty-fifth (45th) anniversary of the Commencement Date.

B) Lender or Note Holder. Lender or Note Holder shall mean the INGLEWOOD HOUSING AUTHORITY or any person or entity obtaining and assuming all of its rights and obligations as set forth in this Note; including but not limited to, any assignee or transferee of this Note which may be accomplished without the approval or consent of the Borrower. For purposes of this Note, the term Lender and Note Holders are used interchangeably.

C) Original Sales Price means the sum of: $312,500

D) Principal Amount means the sum of: $62,500

E) Property. The real property located at 730 Cory Drive, Unit 9, Inglewood, California 90302 bearing Los Angeles County Assessor’s Parcel Number 4017-021-060 described in Exhibit “A” attached to this Note and made part of hereof by this reference;

F) Sale or Transfer. Any sale or transfer by the Borrower of any part of the Property or any interest therein it, except for a sale or transfer which under federal and/or California law, would not, by itself, permit the Note Holder to exercise a due on sale or due on encumbrance clause; the following do not constitute
a Sale or Transfer and are authorized transfers under the terms of this Note: (i) the transfer incident to the death of a joint tenant Borrower; (ii) the transfer by a Borrower to the same Borrower and Borrower's spouse strictly incident to the marriage of the Borrower; (iii) the transfer incident to the decree of marital dissolution, a legal separation agreement between Borrower spouses, or property settlement agreement between Borrower spouses incident to a divorce under California law; and (iv) the transfer by the Borrower to the Borrower's inter vivos revocable trust. Any attempted sale of the Property or transfer by the Borrower not authorized in the prior sentence, shall constitute a Sale or Transfer and allow the Lender to declare a default under this Note and accelerate the payment of the Principal Amount.

G) Sales Price. The purchase price payable for the Property upon any Sale or Transfer of the Property.

H) Note Date means: September 9, 2021.

I) Maturity Date means the date which is forty-five (45) years following the Note Date.

2. Time and Place of Payment. (a) This Note shall be due and payable in full upon the sooner of the Maturity Date or any Sale or Transfer of Property, as applicable; and (b) Borrower will make all payments required by this Note to the Lender at One Manchester Boulevard, Inglewood, CA 90301 unless otherwise indicated in writing by the Note Holder.

3. Lender Forgiveness for Borrower Compliance with Homebuyer Assistance Program; Refinancing; and Acceleration. (a) So long as Borrower conforms with all provisions of the Homebuyer Assistance Program, the Guidelines, this Note, the Trust Deed, and Declaration, upon issuance of a certificate of compliance by the Lender to the Borrower in writing following satisfactory certification that the Borrower is in full compliance with all terms and conditions of the Homebuyer Assistance Program, Guidelines, Note, Trust Deed, and Declaration, the Lender will credit the Principal Amount at the Forgiveness Rate as follows: for the first fifteen (15) years from the Note Date or recordation of the Trust Deed and Declaration, whichever is later (the “Commencement Date”), the entire one hundred percent (100%) of the Principal Amount is due; between the sixteenth (16th) anniversary and twenty-fifth (25th) anniversary of the Commencement Date, seventy five percent (75%) of the Principal Amount is due; between the twenty-sixth (26th) anniversary and thirty-fifth (35th) anniversary of the Commencement Date, fifty percent (50%) of the Principal Amount is due; between the thirty-sixth
(36th) anniversary and forty-fifth (45th) anniversary of the Commencement Date, twenty-five percent (25%) of the Principal Amount is due; and on the first day following the forty-fifth (45th) anniversary of the Commencement Date, the Principal Amount is forgiven and no Principal Amount is due so long as Borrower has complied with all terms of the all provisions of the Homebuyer Assistance Program, the Guidelines, this Note, the Trust Deed, and Declaration, and the written issuance of a certificate of compliance by the Lender to the Borrower confirming in writing satisfactory certification that the Borrower has, for the foregoing applicable period, been in full compliance with all terms and conditions of the Homebuyer Assistance Program, Guidelines, Note, Trust Deed, and Declaration, the Lender; notwithstanding, such a writing is also required from the Lender should there be a request to payoff or Sale or Transfer or violation of any terms hereinabove, prior to the forty-fifth (45th) anniversary of the Commencement Date. The provisions for Forgiveness hereunder and set out in paragraph 3(a) of this Note are held in abeyance subject to the Refinancing and Acceleration provisions set out in paragraphs 3(b) and 3(c) respectively.

(b) In the event of a Sale or Transfer or refinancing to takeout the Principal Amount under the Forgiveness Rate, Borrower is allowed to payoff the Principal Amount at the closing of a Lender-approved sale or refinancing of the Property strictly as follows: in the event there is a Lender-approve sale or refinancing contemplating a Sale or Transfer, the repayment of the Principal Amount shall be: (i) if before the fifteenth (15th) anniversary of the recordation of the Declaration, the entire Principal Amount shall be due; (ii) if between the sixteenth (16th) and twenty-fifth (25th), three-quarters of the Principal Amount shall be due; (iii) if between the twenty-sixth (26th) and thirty-fifth (35th), half of the Principal Amount shall be due; and (iv) if between the thirty-sixth (36th) and forty-fifth (45th), then a quarter of the Principal Amount shall be due. Notwithstanding the foregoing, in the event of a violation of any terms of this Note or any non-compliance by the Borrower hereof, the Forgiveness Rate is inapplicable and Borrower is subject to the acceleration clause under paragraph 7 of the August 7, 2018 IHA Homebuyer Assistance Program Guidelines calling for a repayment of one hundred percent (100%) of the Principal Amount in the event of a violation within twenty five (25) years of the Commencement Date (as defined hereinbelow) and fifty percent (50%) of the Principal Amount in the event of a violation between the twenty-sixth (26th) anniversary of the Commencement Date and the forty-fifth (45th) anniversary of the Commencement Date.

(c) Should Borrower violate the Guidelines, this Note, the Trust Deed, or the Declarations, the repayment obligation of this Note is accelerated.
Lender is allowed to accelerate the payment of the Principal Amount of this Note at any time in the event of a default hereunder. In the event of any default under the Guidelines, this Note, the Trust Deed, or Declarations, Borrower shall pay the entire Principal Amount without any deduction for Forgiveness or credit at the Forgiveness Rate as follows: if the default occurs before the twenty-fifth (25th) anniversary of the recordation of the Declaration, then the entire Principal Amount is due and payable to the Lender without any credit or offset under the Forgiveness provision or Forgiveness Rate; if the default occurs anytime after the twenty-fifth (25th) anniversary of the recordation of the Declaration, then half of the Principal Amount is due and payable to the Lender without any credit or offset under the Forgiveness provision or Forgiveness Rate.

(d) At any time Borrower asks Lender for a payoff of the Note and/or request for a issuance of certificate of compliance, Lender shall also calculate the Principal Amount according to the records of the Lender, including but not limited to such public records showing uninterrupted occupancy of the Property by the Borrower according to the terms hereinabove. Lender is entitled to charge such fees and costs for generating such responses by the Borrower in the event a payoff of the Note does not follow any request for such a writing.

4. **Prepayment.** Borrower shall have the right at any time to prepay this Note; provided however, that any prepayment must be in full and not in part. The Principal Amount due and payable at the time of the prepayment will depend on whether Borrower is in compliance with all terms of this Note (including all Inglewood Housing Authority Program terms and the Guidelines) and whether the terms of the acceleration clause under paragraph 7 of the August 7, 2018 IHA Homebuyer Assistance Program Guidelines apply hereto.

5. **Note Secured by Trust Deed.** In addition to the protection provided to the Note Holder under this Note, the Trust Deed dated the same day as this Note shall be executed and provided by Borrower to protect the interest of the Note Holder from possible losses which might result upon a breach and repayment of the Principal Amount in this Note. The Trust Deed shall only be subordinate to the Declaration which is superior in priority to a senior deed of trust in favor of a lender approved by the Note Holder (the “First Deed of Trust Holder”).

6. **Borrower’s Waiver.** Borrower hereby waives any and all rights to require the Note Holder to do the following:
(a) demand payment of amounts due from Borrower (known as “Presentment”);

(b) give notice to Borrower that the amounts due have not been paid (known as “Notice of Dishonor”), and

(c) obtain any official certification of nonpayment (known as “Protest”)

In the event that anyone other than the Borrower agrees to satisfy the promises established by this Note, and/or agrees to make payments under this Note to the Note Holder if Borrower fails to keep its promises and satisfy its obligations under this Note, such party (to the extent approved by the Note Holder) shall also be deemed to have waived all of the aforementioned rights. These persons for purposes of this Note shall be known as “guarantors, sureties, and/or endorsers”.

7. **Giving of Notices.**

(a) Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above.

(b) Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address provided in paragraph 2 above or at any such different address as provided in writing to Borrower by the Note Holder.

8. **Responsibility of Person Under This Note.** If more than one person signs this Note, each shall be deemed and considered a Borrower for purposes of this Note and shall each be fully and personally obligated to pay the full amount owed and to keep all promises made in this Note. Any guarantor, surety or endorser of this Note (as described in paragraph 6 above) is also obligated to comply with the obligations of Borrower as set forth in this Note. The Note Holder may enforce its rights under this Note against each of the Borrowers either individually or against all parties collectively. This means that any one of the Borrowers may be required to pay all of the amounts owed under this Note. Any person(s) approved by the Note Holder who takes over the rights and/or obligations under this Note will assume all of the rights of the Borrower and shall comply with all of the promises made in this Note. Any person(s) approved by the Note Holder who takes over the
rights and obligations of a guarantor, surety, or endorser of this Note (as described in paragraph 6 above) is also obligated to keep all of the promises made in this Note.

9. Attorney Fees. Upon breach and/or default of the terms of this Note, the Trust Deed securing it, and/or the Declaration encumbering the Property, the Borrower agrees to pay to the Note Holder any and all attorney’s fees, court costs, trustee fees, and all other fees and costs incurred by Note Holder as a result of said breach and/or default in addition to the Principal Amount and any other costs and fees allowable hereunder by law.

10. Assignment/Transfer of Note. Notwithstanding anything contained in this Note to the contrary, any assignment or transfer of this Note by the Borrower without the advance written approval of the Note Holder (which approval may be withheld for any reason by the Note Holder) shall be a breach of this Note; pursuant to which, Note Holder shall have the right, but not the obligation, to require full payment of the Principal Amount, and any other costs and fees allowable hereunder and by law, including Attorney’s Fees.

11. Borrower’s Warranty and Representations as Eligible Purchaser. Borrower, and each of them, hereby warrant and make the following representations which lawfully establishes Borrower as an “Eligible Purchaser” for purposes of the Inglewood Housing Authority Homebuyer Assistance Program Guidelines, including but not limited any amendments thereto as well as any policies and implementation rules thereof (hereinafter, collectively, the “Guidelines”) administered by the Inglewood Housing Authority:

(a) Borrower is a first-time homebuyer, who has not owned or purchased a home during the last three (3) years.

(b) Borrower qualifies as Low/Moderate/Middle-Income (LMMI) for the Los Angeles-Long Beach Metropolitan Statistical Area and has provided certified documentation to the Authority that its total household income does not exceed the eligibility requirements of 120% of the Los Angeles County area median income, adjusted for household size, as amended from time to time, in accordance with the Guidelines and established by the United States Department of Housing and Urban Development (“HUD”).

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(c) Borrower has completed at least eight-hours of homebuyer education credits offered through a certified HUD approved Housing Counseling Agency.

(d) Borrower has currently been pre-approved for a home loan of at least $250,000. Prior to program acceptance and provided the necessary evidence of financing to the Authority providing that it has received the maximum loan amount that the First Trust Deed Holder is willing to loan.

(e) Borrower expressly approves, authorizes, and consents to allow the Lender to communicate, speak, and write to the First Trust Deed Holder to allow the Lender to mitigate any damages or losses under this Note. This approval, authorization, and consent is effective for the entire Term of this Note and is irrevocable.

NOTICE TO BORROWER: Do not sign this Note if it contains blank spaces. All spaces should be completed before you sign.

BORROWER:

_________________________________________  Date

SHARRELL KERIESHA LITTLE

(SIGN ORIGINAL ONLY)
EXHIBIT “A”
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Los Angeles, State of California and described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:
(A) AN UNDIVIDED 1/37 INTEREST IN LOT 1 OF TRACT NO. 42491, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAPRecorded in Book 1014, Pages 70 and 71 of Maps, in the Office of the County Recorder of Said County.

EXCEPT UNITS 1 TO 37 INCLUSIVE AS SHOWN ON THE CONDOMINIUM PLAN RECORDED FEBRUARY 28, 1984 AS INSTRUMENT NO. 84-244243.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

(B) UNIT 9 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 2:
AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PATIO, OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS “RESTRICTED COMMON AREA” P-9 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:
AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A GARAGE SPACE(S), OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS "RESTRICTED COMMON AREA" G67 AND G68 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

APN: 4017-021-060

Endpoint File No.: 108390CA

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EXHIBIT C

TO HAP COVENANT

DEED OF TRUST

(APPEAR BEHIND THIS PAGE)
DEED OF TRUST
[Homebuyer Assistance Program]
(This is a Second Deed of Trust)

THIS DEED OF TRUST is made this 9th day of September, 2021, by and
among SHARRELL KERIESHA LITTLE, a single woman (hereinafter “Borrower”
or “Trustor”), whose address is 730 Cory Drive, Unit 9, Inglewood, CA 90302, Endpoint
Title, Inc., as agent for First American Title Insurance Company (hereinafter
“Trustee”) and INGLEWOOD HOUSING AUTHORITY, (hereinafter “Beneficiary”
or “Authority”), whose address is One Manchester Boulevard, Inglewood, California
90301.

BORROWER, in consideration of the indebtedness herein recited and the trust
herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale,
the following described property, located in the County of Los Angeles, State of
California:

SEE ATTACHED EXHIBIT “A”

which has the address at 730 Cory Drive, Unit 9, Inglewood, California 90302
bearing Los Angeles County Assessor’s Parcel Number 4017-021-060 (herein
“Property Address”).
TOGETHER with all the improvements now and hereafter erected on the Property, and all easements, rights, appurtenances and rents (subject; however, to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the “Property”;

TO SECURE to Beneficiary the repayment of the indebtedness evidenced of that certain Promissory Note dated September 9, 2021 and extensions and renewals thereof executed by Borrower (hereinafter the “Note” which is fully incorporated herein by this reference), in the principal sum of SIXTY TWO THOUSAND FIVE HUNDRED U.S. Dollars ($62,500) (hereinafter the “Principal Amount”), fully deferred without interest thereon, due and payable upon the “Maturity Date” or “Sale or Transfer” of title and possession of the Property as established in the Note; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower has both lawfully qualified as an “Eligible Purchaser” (as defined in the Note) and lawfully seized of the estate hereby conveyed and has the right to grant and convey the security interest imposed on the Property by this Deed of Trust, and has not burdened and/or encumbered the Property in any way except for that certain deed of trust executed by Borrower in connection with the purchase of the Property by Borrower which has been previously approved by the Beneficiary (the “First Trust Deed”) and/or any other encumbrances or burdens of record approved by the Beneficiary. Borrower further covenants that Borrower warrants and will defend generally the title to the Property and this “Deed of Trust” against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy involving the Authority’s interest in this Deed of Trust.

For purposes of this Deed of Trust, the holder of the First Deed of Trust shall be referred to as the “First Deed of Trust Holder” and shall include any Beneficiary approved successor and assigns of the First Deed of Trust.

**UNIFORM COVENANTS**

Borrower covenants and agrees as follows:

1. **Payment of Principal Amount.** Borrower shall promptly pay when due
the Principal Amount as well as all other indebtedness evidenced by the Note.

2. **Funds for Taxes and Insurance.** To protect the security of the Deed of Trust, Borrower agrees to pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this Trust. Should Borrower fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

3. **Prior Mortgages and First Deed of Trust; Charges, Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, First Deed of Trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments, if any.

4. **Hazard Insurance.** (a) Borrower shall keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the terms “extended coverage”, and such other hazards as Beneficiary may require and in such amounts and for such periods as Beneficiary may require.

(b) The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Beneficiary, provided that such approval will not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in a form acceptable to Beneficiary; pursuant to which, Beneficiary has the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Deed of Trust.
(c) In the event of loss, Borrower shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Borrower.

(d) If Property is abandoned by Borrower, or if Borrower fails to respond to Beneficiary within thirty (30) days from the date notice is mailed by Beneficiary to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. **Preservation and Maintenance of Property, Condominium, Cooperatives, Planned Unit Developments.** Borrower will keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants, conditions and restrictions creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents; the failure of which, shall constitute a default under this Deed of Trust.

6. **Protection of Beneficiary.** (a) If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the property, then Beneficiary, at its option, upon notice to the Borrower, may make such appearances, disburse such sums including reasonable attorney's fees, and take such action necessary to protect Beneficiary's interest. If Beneficiary's required mortgage insurance is a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Beneficiary's written agreement or applicable law.

(b) Any amounts disbursed by Beneficiary, pursuant to this paragraph, with interest thereon, at the Note rate, will become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Beneficiary agree to other terms of payment, such amounts will be payable upon notice from Beneficiary to Borrower requesting payment thereof. Nothing contained in this paragraph will require Beneficiary to incur any expenses or take any action hereunder.
7. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary will give the Borrower notice prior to any such inspection, specifying reasonable cause therefore related to Beneficiary's interest in the property.

8. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

9. **Borrower Not Released; Forbearance by Beneficiary Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor-in-interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors-in-interest. Beneficiary shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify or amortize the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and/or Borrower's successors-in-interest. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound, Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Beneficiary and Borrower, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note:

   (a) is deemed to have co-signed this Deed of Trust only to grant and convey Borrower's interest in the Property to Trustee under the terms of this Deed of Trust;

   (b) is not personally liable on the Note or under this Deed of Trust; and,

   (c) agrees that Beneficiary and any other co-signer hereunder may agree to extend, modify, forbear or make any other accommodation with regard to the terms of this Deed of Trust and/or the Note, without Borrower's consent and without releasing Borrower or modifying
this Deed of Trust as to Borrower's interest in the Property.

11. **Notice.** Except for any notice required under applicable law to be given in another manner:

   (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail, addressed to Borrower at the Property Address or such other address as Borrower may designate by advance notice to Beneficiary as provided herein;

   (b) any notice to Beneficiary will be given by certified mail, return receipt requested, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Borrower as provided herein; and

   (c) any Notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Beneficiary when given in the manner designated herein.

12. **Governing Law, Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the State of California. However, the foregoing sentence shall not limit the applicability of federal law to this Deed of Trust if and when required. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision and, to this end, the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, “costs”, “expenses”, and “attorney's fees” include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

14. **Not a First Lien Mortgage.** Borrower acknowledges this Deed of Trust is not a first lien mortgage or trust deed under California Civil Code section 2924.15(a), as set out as of January 1, 2018 as added by SB 900 (2012).

15. **Sale or Transfer of the Property or a Beneficial Interest in Borrower.** Borrower agrees that because certain affordable housing program administered funds have been used relative to the purchase of the Property and the continued use of the Property, no Sale or Transfer of the Property will be permitted and no successor-in-interest to the
Borrower(s) will be permitted to assume the loan of Borrower(s) as evidenced by the Note, unless the written consent of Beneficiary to the transfer has been first obtained. Subject to the Sale or Transfer requirements of the Note, no such consent will be required of the Beneficiary in the following limited circumstances:

(a) the transfer results from the death of a Borrower and the transfer is to the surviving spouse of the Borrower and the surviving spouse is also a Borrower;

(b) a transfer by a Borrower to his or her spouse when the spouse becomes by such a transfer, a co-owner of the Property;

(c) a transfer of the Property resulting from a decree of dissolution of the marriage or legal separation or from property settlement agreement incidental to such a decree which requires the Borrower to continue to make payments on the Note and by which a spouse who is already a Borrower becomes the sole owner of the Property;

(d) a transfer by a Borrower to an inter vivos trust in which the Borrower is the sole beneficiary;

(e) a transfer by a Declarant to a child of the Declarant as set out in Revenue & Taxation Code section 63.1;

(f) a transfer by a Declarant to create a joint tenancy with the child of the Declarant under Revenue & Taxation Code section 63.1 and such joint tenancy interest as created and specifically as set out in Revenue & Taxation Code section 65; and

(g) a transfer by the Declarant to the Declarant as a present beneficiary of the Declarant’s revocable trust, including the Declarant and or the Declarant’s child as present beneficiary or beneficiaries under the specific terms of Revenue & Taxation Code section 63.1 pursuant to Revenue & Taxation Code section 62(d).

16. **Prohibited Transfer.** (a) If Borrower sells, agrees to sell, conveys and/or transfers the Property in violation of the terms of Paragraph 15 hereof, then Beneficiary in addition to any and all other remedies available to it may, at its sole option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if such exercise is
prohibited by federal law as of the date of this Deed of Trust, or if Beneficiary has executed a separate written waiver of this option.

(b) If Beneficiary exercises either of these options, Beneficiary shall give Borrower Notice of Acceleration. The notice shall provide a period of not less than thirty (30) days from the date that the notice is delivered or mailed within which the Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS

Borrower and Beneficiary further covenant and agree as follows:

17. **Acceleration, Remedies.** Upon Borrower's breach of any covenant or agreement of this Deed of Trust, including the covenants to pay when due, any sums secured by this Deed of Trust, and those contained in Paragraphs 15 and 16 hereof, Beneficiary, prior to acceleration, shall give notice to Borrower as provided in Paragraph 11 hereof, specifying:

(a) the breach;

(b) the action required to cure such breach;

(c) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and,

(d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property.

The notice shall further inform Borrower or the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Beneficiary, at its option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 19, including, but not limited to, reasonable attorney's fees.
(e) If Beneficiary invokes power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold pursuant to the notice provisions of California Civil Code 2924 et seq., as amended from time to time, and shall cause such notice to be recorded in each county in which the Property or any part thereof is located. Beneficiary or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by law. After the expiration of such time period as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary's designee may purchase the Property at any sale.

(f) Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

1. to all reasonable costs and expenses of the sale, including but not limited to reasonable Trustee's and attorney's fees and costs of title evidence;

2. to all sums secured by this Deed of Trust; and,

3. the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstatement.** Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior
to entry of a judgment enforcing this Deed of Trust if:

(a) Borrower pays Beneficiary all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred;

(b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust;

(c) Borrower pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Borrower continued in this Deed of Trust and in enforcing Trustee's remedies as provided in Paragraph 19 hereof, including, but not limited to, reasonable attorney's fees; and,

(d) Borrower takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and the Borrower's obligation to pay the sums secured by this Deed of Trust, shall continue unimpaired.

Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.

(a) As additional security hereunder, Borrower hereby assigns to Beneficiary, the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

(b) Upon acceleration under Paragraph 17 hereof, or abandonment of the Property, Beneficiary in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Beneficiary or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.
20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and will surrender this Deed of Trust and all Notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Beneficiary, at its option, may from time to time, appoint a Successor Trustee to any Trustee appointment hereunder by an instrument executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original lender, Trustee and Borrower, the book and page where this instrument is recorded, and the name and address of the Successor Trustee. The Successor Trustee shall, without conveyance of the Property, succeed to all, the title, power and duties conferred upon the Trustee herein and by applicable law. This procedure for Substitution of Trustee shall govern to the exclusion of all other provisions for Substitution.

22. **Request for Notices.** Borrower requests that copies of the notice of sale be sent to Borrower’s address which is the Property Address.

23. **Statement of Obligation.** Beneficiary may charge a fee not to exceed Fifty Dollars ($50.00) for furnishing the Statement of Obligation as provided by Section 2943 of the *Civil Code* of California.

24. **Deed of Trust Rider.** If applicable, the Deed of Trust Rider executed by Borrower is attached hereto and made part of this Deed of Trust.

25. **Covenants, Conditions and Restrictions.** The Property is subject to certain Covenants, Conditions and Restrictions ("Restrictions") by and between Beneficiary and Borrower, which are not attached hereto but are incorporated by reference. Borrower acknowledges receipt of said Restrictions and agrees, for himself, his heirs, successors and assigns, to be bound by the same. Borrower also acknowledges and certifies receipt of the Authority’s Homebuyer Assistance Program Guidelines which are a public record and available with the Secretary of the Authority and incorporated herein by this reference.

26. **Warranties of Borrower.** Borrower warrants to Beneficiary as follows:

(a) Borrower is a first-time homebuyer, who has not owned or purchased a home during the last three (3) years.
(b) Borrower qualifies as Low/Moderate/Middle-Income (LMMI) for the Los Angeles-Long Beach Metropolitan Statistical Area and has provided certified documentation to the Authority that its total household income does not exceed the eligibility requirements of 120% Los Angeles County area median income, as adjusted for family size, and as amended from time to time, in accordance with the affordable housing program guidelines and the United States Department of Housing and Urban Development ("HUD").

(c) Borrower has completed at least eight-hours of homebuyer education credits offered through a certified HUD approved Housing Counseling Agency.

(d) Borrower has currently been pre-approved for a home loan of at least $250,000. Prior to program acceptance and provided the necessary evidence of financing to the Authority providing that it has received the maximum loan amount that the First Trust Deed Holder is willing to loan.

27. **Further Warranties of Borrower.** Borrower further warrants to Beneficiary as follows:

   (a) Borrower's annual gross income does not exceed one hundred and twenty percent (120%) of the area median income for the Los Angeles-Long Beach Metropolitan Statistical Area, as adjusted for family size, and as said median income is determined by HUD, on the latter of:

   1. the date of initial occupancy of the Property; or,

   2. the date of the recordation of this Deed of Trust.

   (b) That for so long as Borrower owns the Property, Borrower will reside in the Property as Borrower's principal place of residence. Borrower agrees not to sublet, lease or rent out the Property during the term of this Deed of Trust.

28. **Foreclosure by Holder of First Deed of Trust.** This Deed of Trust is subordinate to the First Deed of Trust on the Property made by or held by an institutional lender or investor. Any party, and its successors and assigns, receiving title
to the Property through a trustee's sale, a judicial foreclosure sale or any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Deed of Trust.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Beneficiary will request that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to the City of Inglewood, Community Development Block Grant Division, whose address, is set forth on Page 1 of this Deed of Trust, as provided by Section 2924b of the Civil Code of California.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

__________________________________________

SHARRELL KERIESHA LITTLE

__________________________________________

Date
EXHIBIT “A”
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Los Angeles, State of California and described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:
(A) AN UNDIVIDED 1/37 INTEREST IN LOT 1 OF TRACT NO. 42491, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1014, PAGES 70 AND 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT UNITS 1 TO 37 INCLUSIVE AS SHOWN ON THE CONDOMINIUM PLAN RECORDED FEBRUARY 28, 1984 AS INSTRUMENT NO. 84-244243.

EXCEPT THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

(B) UNIT 9 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 2:
AN EXCLUSIVE EASEMENT, APPURTEANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PATIO, OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS "RESTRICTED COMMON AREA" P-9 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:
AN EXCLUSIVE EASEMENT, APPURTEANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A GARAGE SPACE(S), OVER AND ACROSS THAT PORTION OF LOT 1 OF SAID TRACT NO. 42491 SHOWN AND DEFINED AS "RESTRICTED COMMON AREA" G67 AND G68 ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

APN: 4017-021-060

Endpoint File No.: 108390CA
2020 Maximum - 120% Low and Moderate-Income Household Income Limits Adjusted for Family Size*

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*Limits updated annually by the Secretary of the United States Department of Housing and Urban Development and California Department of Housing and Community Development
EXHIBIT E

NOTICE OF INTENTION TO SALE OR TRANSFER

NOTICE OF INTENTION TO SALE OR TRANSFER MUST BE DELIVERED TO THE INGLEWOOD HOUSING AUTHORITY PRIOR TO PROCEEDING WITH ANY SALE OR TRANSFER OF THE PROPERTY:

From: ___________________________________________ ("Owner(s)")

To: Inglewood Housing Authority
    Executive Director
    One Manchester Boulevard, Ninth Floor
    Inglewood, CA 90301

    INGLEWOOD HOUSING AUTHORITY
    Homebuyer Assistance Program
    One Manchester Boulevard, Room 750
    Inglewood, CA 90301

Re: _________________________________________
    Inglewood, California 9030___ (the "Property")

Circle appropriate words: Owner desires to [sell, convey, transfer, devise, lease, gift, or otherwise transfer] the Property.

Proposed Transferee: __________________________________________

Proposed Transfer Price: _________________________________________

Date: _____________________________

(____) ______________________________________
Daytime Telephone Number of Owner

Signature of Owner
Attachment No. 4
Contingency Removal No. 1
(2 Pages,
including this cover page)
CONTINGENCY REMOVAL No. 1
(C.A.R. Form CR, Revised, 12/20)

In accordance with the terms and conditions of the: ☑ Purchase Agreement, OR ☐ Request For Repair (C.A.R. Form RR), ☐ Response And Reply To Request For Repair (C.A.R. Form RR(RR), ☐ Amendment of Existing Agreement (C.A.R. Form AEA) or ☐ Other

(Agreement), dated __________, on property known as 730 Cory Dr. #9, Inglewood, CA 90302-3806 ("Property"), between Sharrell Little ("Buyer") and INGLEWOOD HOUSING AUTHORITY ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

1. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by Law.

2. Buyer removes those contingencies specified below. A. ONLY the following individually checked Buyer contingencies are removed: (Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA) unless a different form is specified.)

   1. ☑ Loan (Paragraph 3J)
   2. ☑ Appraisal (Paragraph 3I)
   3. Buyer's Investigation Contingency (Paragraph 12)
      a. ☑ Only the physical inspection portion of Buyer's Investigation (Paragraph 12)
      b. ☑ All Buyer Investigations other than a physical inspection (Paragraph 12)
      c. ☑ Entire Buyer's Investigation Contingency (Paragraph 12)
   4. ☑ Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
   5. ☑ Reports/Disclosures (Paragraphs 7 and 10)
   6. ☑ Title: Preliminary Report (Paragraph 13)
   7. Sale of Buyer's Property (Paragraph 4B)
      a. ☑ Entering into contract for Buyer's Property (COP, Paragraph 2)
      b. ☑ Close of escrow for Buyer's Property (COP, Paragraph 4)
   8. ☑ Review of documentation for leased or liened items (Paragraph 8B(5))
   9. ☑ Other:

   10. ☑ Other:

OR B. ☑ ALL Buyer contingencies are removed, EXCEPT: ☑ Loan Contingency (Paragraph 3J); ☑ Appraisal Contingency (Paragraph 3I); ☑ Contingency for the Sale of Buyer's Property (Paragraph 4B); ☑ Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); ☑ Other

OR C. ☑ BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. Once all contingencies are removed, whether or not Buyer has satisfied him/her/itself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA) unless a different form is specified. Applicable paragraph numbers for each contingency in other C.A.R. forms may be different.

Buyer Sharrell Little Date __________
Buyer __________

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

☐ Finding of replacement property (C.A.R. Form SPRP); ☐ Closing on replacement property (C.A.R. Form SPRP)

☐ Other __________

Seller __________

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