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### ADDENDUM TO CONTRACT - Select Portfolio Servicing

Street Address: 3125 N BUFFALO DR 1152, LAS VEGAS, NV 89128

Property #: 0010189827 Seller: Credit Sulsse

Buyer(s): JAMES BLEDSOE & KAYOKO KEINATH

Date: 11/13/2009

#### Accepted Offer Datails

Item	Detail
Offer/Addendums Signed	No
Offer Price	\$47,760
Closing Date	11/24/2009
Initial Earnest Money	\$2,500
Earnest Money in form of	Cashier check
Per Diem Rate	\$100
Attorney Contingency	No
Inspection(s) Contingency	YES in 0 days from . Executed Contract
Morigage Contingency	No
Cash Offer	Yes
Proof of Funds	Yes
Mortgage Pre- Approved	
Mortgage Conditions	
Loan Type	,

item	Detail
Loan Down Payment	
Loan Amount	
Boyers's points/\$	No
Other Seller's Costs	Yes Amt:
Buyer Termite Report cost credit	\$0
Buyer Home Protection Plan cost credit	<b>\$</b> 0
Buyer FHA/VA cost credit as amount	\$0
Concession #1. SELELR TO PAY HOA. TRANS FEES	\$350
Concession #2:	
Concession #3:	
Concession #4:	

## Select Portfolio Servicing, Inc.

### Addendum to Real Estate Purchase Contract

LOAN No.: Refer to

Property#:

NOTICE: The property that is the subject of this Addendum is subject to prior sale or withdrawal from the market at any time, without notice, and Select Portfolio Servicing. Inc. reserves the right to consider and reject any and all offers received for the property. Any offer to purchase must be based solely on the purchaser's own investigation and no representations or warranties will be made by Select Portfolio Servicing. Inc. except as may be provided in this Addendum, and any sale will be subject to the terms and conditions of this Addendum.

THIS ADDENDUM TO REAL ESTATE PURCHASE CONTRACT ("Addendum") is made a part of, and incorporated into, that certain Real Estate Purchase Contract dated the [Refer to Date] ("Contract") between Seller and Purchases with regard to the Property (as such terms are defined below). This Addendum and the Contract are sometimes herein referred to collectively as the "Agreement."

"Seller" Name:	Select Portfolio Servicing, Inc., as attorney-in-fact
"Purchaser" Name:	[Refer to Buyer(s)]
"Property" address:	Refer to Street Address
Closing Date:	[Refer to Closing Date]
Purchase Price:	[Refer to Offer Price]
Lead Paint Disclosure: () No. If yes, the p Paint Hazards.	Does the Property include a residential dwelling built prior to 1978? Check One () Yes; arties must complete the attached Disclosure Of Information On Lead-Based Paint and/or Lead-Based
FOR GOOD AND VA	LUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller follows:
Seller, Purchaser acknormingement and this A to herein as the "Seller Property is subject to p	Until Accepted By Selier. Notwithstanding any verbal acknowledgment by Seller or any agent of owledges and agrees that the Agreement is not binding on Seller unless and until approved by Seller's addendum is executed by all parties. The date of execution by Seller of this Addendum shall be referred Acceptance Date." Notwithstanding Seller's acceptance, Purchaser acknowledges and agrees that the rior sale or withdrawal from the market by Seller at any time, without notice, and Seller reserves the eject any and all offers received for the Property including Purchaser's offer.
	ce. The purchase price for the Property shall be paid to Seller immediately available funds (cashier's or wire transfer) at the Closing (defined below).
with an escrow agent d agent an earnest mon	ey. Immediately following Seller's acceptance of the Agreement, escrow will be opened by both parties lesignated by Seller or otherwise acceptable to Seller. Purchaser shall deposit with Seller's escrow ley deposit refer to Initial Earnest Money equal to the greater of 3% of the Purchase Price or arnest Money] within 24 hours of Seller's written acceptance of the Agreement.
4. Time of the	Essence; Closing Date.

(a)

or amendments thereto.

Subject to Seller's right to extend the Closing Date (defined below), the parties agree that time is of the

essence with respect to all dates specified herein, and Purchaser's performance under the Agreement and any addenda, riders

- (b) The closing of the purchase and sale of the Property ("Closing") shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. The date of the Closing [Refer to Closing Date] shall take place on or before the date set forth refer to Closing Date, or within five (5) days of final loan approval by Purchaser's lender, whichever is earlier, unless the Closing Date is extended in a writing signed by Seller and Purchaser pursuant to Section 4(c) or otherwise extended by Seller under the terms of Section 19 of this Addendum. If the Closing does not occur by the Closing Date, or in any written extension, the Agreement shall automatically terminate and Seller shall retain any Earnest Money as liquidated damages.
- In the event Purchaser requests an extension of the Closing Date (which request shall be made in writing) and the Seller agrees to the extension, Purchaser shall pay to Seller a per diem extension fee ("Extension Fee") in the amount of [Refer to Per Diem] for each calendar day through and including the Closing Date specified in the written extension agreement. The Extension Fee shall be deposited in immediately available funds (cashier's check, certified check or wire transfer) with Seller or other party designated by Seller at the time of Purchaser's request to extend the Closing Date. Purchaser acknowledges and agrees that Seller will incur carrying costs related to any extension of the Closing Date and accordingly that the Extension Fee shall not be credited to Buyer at Closing and shall be in addition to the Purchase Price. The Extension Fee shall be nonrefundable to Purchaser except in the event Seller terminates the Agreement pursuant to Section 19.
- 5. Financing Contingency. Purchaser's obligation to purchase the Property under the Agreement: IS or IS NOT contingent refer to Mortgage Contingency on Purchaser obtaining financing for the purchase of the Property.
- (a) If Purchaser's obligation to purchase the Property is contingent on financing, Purchaser shall apply for and diligently pursue thereafter a loan at prevailing rates, terms and conditions. Purchaser shall complete and submit to a mortgage lender an application for a mortgage loan prior to the Seller's Acceptance of the offer. Purchaser shall use diligent efforts to obtain a mortgage loan commitment within refer to Mortgage Contingency of the date of Seller Acceptance Date. If, despite Purchaser's diligent efforts, Purchaser cannot obtain a mortgage loan commitment within the specified period, then either Purchaser or Seller may terminate the Agreement by giving written notice to the other party. In the event of a proper and timely termination of the Agreement under this Section 5(a), the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation to each other under the Agreement.
- (b) Purchaser shall ensure that the lender selected by Purchaser to finance the sale shall provide applicable funding to the settlement agent selected by Seller on or before the date of settlement. Purchaser shall further ensure that the selected lender shall provide all lenders prepared closing documentation to the settlement agent no later than 48 hours prior to settlement. Purchaser acknowledges and agrees that Purchaser shall be in default under Section 20 of this Addendum if Purchaser's lender fails to fund and/or provide closing documentation as required by this Section 5(b) and that any extensions to Closing shall be subject to the provisions of Section 4(c) of this Addendum.
- 6. Inspection.

- On or before [Refer to Inspection Contingency Date] of the Seller Acceptance Date, Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property; otherwise, Purchaser shall be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the condition of the Property for all purposes. Purchaser shall keep the Property free and clear of tiens and indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, including aitomay and paralegal fees, related to Purchaser's inspection. Purchaser shall promptly repair all damages arising from or caused by the inspections.
- (b) Purchaser shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law. In any event, Purchaser shall provide written notice to Seller prior to any inspection to be made by any government building or zoning inspector or government employee.
- (c) If Seller has winterized the Property and Purchaser desires to have the Property inspected, the listing agent will have the Property de-winterized prior to inspection and re-winterized after inspection. Furchaser agrees to pay the expense of the foregoing de-winterization and re-winterization in advance to the listing agent. All amounts paid under this provision shall be nonrefundable.
- (d) Within three (3) calendar days of receipt of any inspection report prepared by or for Purchaser, but not later than (the expiration of the Inspection Contingency Date refer to Inspection Contingency, whichever first occurs, Purchaser will provide written notice to Seller of any disapproved items. Purchaser's failure to provide written notice shall be deemed as acceptance of the condition of the Property. Upon request by Seller, Purchaser shall provide to Seller, at no cost, complete copies of all inspection reports upon which Purchaser's disapproval of the condition of the Property is based. In no event shall Seller be obligated to make any repairs or replacements whatsoever that may be indicated in Purchaser's inspection reports. Seller may, in its sole discretion, make such repairs to the Property under the terms described in Section 8 of this Addendum. If Seller elects not to repair the Property, Purchaser may cancel the Agreement not later than three (3) calendar days from the Sellers notification of election not to repair the property and the Earnest Money shall be returned to Purchaser. If Seller elects to make any such repairs to the Property, Seller shall notify Purchaser after completion of the repairs and Purchaser shall have three (3) calendar days from the date of notice to inspect the repairs and notify Seller of any disapproved items. Purchaser's failure to disapprove in writing such repairs shall be deemed as Purchaser's acceptance thereof.
- (e) In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of Selier. Upon request, Purchaser will be allowed to review the report to obtain the same information and knowledge Seller has about the condition of the Property but Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of Seller. Purchaser shall not rely upon my such inspection reports obtained by Seller in making a decision to purchase the Property.
- (f) If the Property is a condominium or planned unit development of co-operative, unless otherwise required by law, Purchaser, at Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and

restrictions and bylaws of the condominium, the planned unit development or the cooperative within seven (7) days of the Seller Acceptance Date. Seller agrees to use reasonable efforts, as determined in Seller's sole discretion, to assist Purchaser in obtaining a copy of the covenants, conditions and restrictions and bylaws. Purchaser will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Purchaser does not notify Seller in writing, within ten (10) days of the Seller Acceptance Date, of Purchaser's objection to the covenants, conditions and restrictions and/or bylaws.

(g) This Section 6(g) shall govern and apply if the Property includes a residential dwelling built prior to 1978. The parties agree to execute and deliver the attached DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. Unless Purchaser has waived the right to conduct an inspection, the following shall apply:

### OPPORTUNITY TO CONDUCT A LEAD PAINT RISK ASSESSMENT OR INSPECTION:

Purchaser's obligation to purchase the Property is conditioned upon Purchaser's approval of a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Purchaser and shall be conducted by individuals or entities of Purchaser's choice. Seller shall cooperate in making the Property available for the Risk Assessment.

The deadline for Purchaser to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be

#### Ten calendar days after Seller Acceptance Date

If the results of the Risk Assessment are not acceptable to Purchaser, Purchaser may either (a) provide written objections to Seller as provided in Section 6 of this Addendum; or (b) immediately cancel the Agreement by providing written notice of cancellation to Seller by the Risk Assessment Deadline, together with a copy of the Risk Assessment report. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not immediately cancel the Agreement as provided above, Purchaser may, by the Risk Assessment Deadline, provide Seller with written objections and a copy of the Risk Assessment report. Purchaser and Seller shall have seven (7) calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Purchaser's objections. Seller may, but shall not be required to, resolve Purchaser's objections.

If Purchaser and Seller have not agreed in writing upon the manner of resolving Purchaser's objections, Purchaser may cancel the Agreement by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not deliver a written objection to Seller regarding the results of the Risk Assessment, or cancel the Agreement, any objections to the results of the Risk Assessment shall be deemed waived by Purchaser and Purchaser shall take the Property "AS-IS" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

7. Condition of Property. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS, AND SELLER CONSEQUENTLY HAS NO DIRECT KNOWLEDGE

CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS-IS," "WHERE-IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS, ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, OR THE EXISTENCE OF MOLD (AS DEFINED BELOW), WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. PURCHASER ACKNOWLEDGES THAT SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

- (a) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY OR SAFETY OF THE PROPERTY OR IMPROVEMENTS.
- (b) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ENVIRONMENTAL, ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE.
- (c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO PURCHASER, WOULD CAUSE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.
- (d) Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to herein as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repair of the Property. Purchaser acknowledges that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repair or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Purchaser is satisfied with the condition of the Property notwithstanding the past

or present existence of Mold in or around the Property, and Purchaser has not in any way relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

- (e) In the event the Property is affected by an environmental hazard, as determined by Seller, either party may terminate the Agreement. In the event Seller decides to sell the Property to Purchaser and Purchaser agrees to purchase the Property, Purchaser agrees to execute an indemnity and general release at Closing, in a form acceptable to Seller, releasing Seller from any liability related to environmental hazards or conditions on the Property. In the event Purchaser elects not to execute the disclosure and release, the Agreement shall, at Seller's discretion, automatically terminate and be of no further force or effect.
- In the event Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, Seller may terminate the Agreement or delay the Closing Date or Purchaser may terminate the Agreement. In the event the Agreement is terminated by either Purchaser or Seller pursuant to this Section 7(f), any Earnest Money shall be returned to Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither Purchaser nor Seller terminate the Agreement, Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, and (c) to resolve the deficiencies as soon as possible after the Closing. Purchaser agrees to execute any and all documents necessary or required for Closing by any agency with jurisdiction over the Property. Purchaser further agrees to indemnify Seller from any and all claims or liability arising from Purchaser's breach of this Section 7(f).
- (g) The Closing shall constitute acknowledgment by Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to Purchaser. Purchaser agrees that Seller shall have no liability for any claims or losses Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.
- (h) Purchaser acknowledges and agrees that neither Seller nor Seller's agents have made nor will make any oral or written representation or warranty regarding the accuracy of the address of the Property.
- (i) Purchaser acknowledges and agrees that the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. Accordingly, to the fullest extent allowed by law, Seller shall be exempt from providing or filing any disclosure statement with respect to the Property and Purchaser acknowledges and agrees to assume any disclosure obligations of Seller. Purchaser shall execute and deliver to Seller at or prior to Closing such further documents as Seller or its representatives may request with respect to the foregoing. If disclosures are required by state law, Purchaser hereby agrees to waive such requirements. If required by state law, Purchaser shall, upon request, execute a written waiver of the disclosure provisions of state law.

- 8. Repairs. Unless otherwise provided in Section 28 of this Addendum, Seller shall have no obligation to pay for or perform any inspections or repairs to the Property whatsoever. In the event Seller agrees to pay for or perform any inspections or repairs, this Section 8 shall govern such inspections or repairs.
- infestation. All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by Seller, and will be subject to Seller's satisfaction only. Neither Purchaser nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to the Closing without the prior written consent of Seller. To the extent that Purchaser or its representatives make repairs and/or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments.
- (b) Purchaser acknowledges that all repairs and treatments are done for the benefit of Seller and not for the benefit of Purchaser and that Purchaser has inspected or has been given the opportunity to inspect such repairs and treatments. Any repairs or treatments made or caused to be made by Seller shall be completed prior to the Closing. Under no circumstances shall Seller be required to make any repairs or treatments after the Closing Date.
- Purchaser acknowledges that the Closing of this transaction shall be deemed Purchaser's reaffirmation that Purchaser is satisfied with the condition of the Property for all purposes and satisfied with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. Seller shall not be obligated to obtain or provide to Purchaser any receipts for repairs or treatments, written statements indicating dates or types of repairs or treatments performed, or copies of such receipts or statements, nor any other documentation regarding any repairs and treatments to the Property. SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY WHATSOEVER.
- 9. Occupancy Status of Property.
- Purchaser acknowledges that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property, unless otherwise noted in Section 28 of this Addendum. Purchaser acknowledges and agrees that the Closing of this transaction shall be deemed Purchaser's reaffirmation that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 28 of this Addendum. Seller, its representatives, agents and assigns shall not be responsible for evicting or relocating any tenants or occupants or personal property at the Property prior to or subsequent to the Closing unless otherwise specifically agreed to in writing by Seller.

- (b) Purchaser further acknowledges and agrees that Seller is not, to the best of Purchaser's knowledge, holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone, and Purchaser agrees that no sums representing such tenant security deposits shall be transferred to Purchaser as part of this transaction. Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rent, due and payable and collected from tenants for the month in which the Closing occurs, will be prorated according to the provisions of Section 11 of this Addendum.
- (c) Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that as of the Closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, shall be Purchaser's sole responsibility and cost.
- (d) If the Property is located in Alabama, Purchaser understands that the Property may be subject to redemption by the prior owner upon payment of certain sums and Purchaser may be dispossessed of the Property. Purchaser is advised to consult with an attorney to fully understand the import and impact of the foregoing. Purchaser acknowledges and agrees Purchaser shall have no recourse against Seller whatsoever in the event the right of redemption is exercised.
- Personal Property. Purchaser acknowledges and agrees that items of equipment, fixtures, and other items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced in Section 28 of this Addendum. Any Personal Property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. Seller makes no representation or warranty as to the condition of any Personal Property, title thereto, or whether any personal property is encumbered by any liens. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of the Closing. ANY PERSONAL PROPERTY SOLD BY SELLER SHALL BE ACCEPTED BY PURCHASER ON AN "AS IS, WHERE IS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### 11. Closing Costs and Adjustments.

(a) Purchaser and Seller agree to prorate the following expenses as of Closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. In determining prorations, responsibility for the day on which funding occurs shall be allocated to Purchaser. Payment of special assessment

district bonds and assessments, and payments of homeowner's association of special assessments shall be paid current and prorated between Purchaser and Seller as of the Closing Date with payments not yet due and owing to be assumed by Purchaser without credit toward the Purchase Price. Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day

month and, except as otherwise provided herein, all such prorations shall be final. Seller shall not be responsible for any amounts due, paid or to be paid after Closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller. If the Property is heated or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Purchaser will buy the fuel in the tank at Closing at the current price as calculated by the supplier.

- (b) Except as expressly assumed by Seller in Section 28 of this Addendum, Purchaser shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the transaction contemplated by the Agreement.
- (c) Purchaser shall pay the cost of any survey. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Purchaser in the manner customary for residential real estate transactions in the metropolitan area or city in which the Property is located.
- (d) SELLER AGREES TO PAY THE PREMIUM FOR AN OWNER'S POLICY OF TITLE INSURANCE ONLY IF THE OWNER'S POLICY IS ISSUED BY SELLER'S SELECTED TITLE AGENT. NOTWITHSTANDING LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, IF PURCHASER SELECTS A TITLE AGENT TO ISSUE THE OWNER'S POLICY OF TITLE INSURANCE, PURCHASER SHALL BE OBLIGATED TO PAY THE ENTIRE PREMIUM FOR SUCH POLICY AND SELLER SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF SUCH PREMIUM.
- (e) Seller shall pay a real estate commission pursuant to the listing agreement between Seller and Seller's listing broker.
- (f) All other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Purchaser.
- 12. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seiler to Purchaser, Purchaser shall deliver all funds due Seller from the sale in the form of certified check, cashier's check, or wire transfer.

- Governmental Required Permits and Repairs. Except as prohibited by law, if the Property is located in a jurisdiction 13. that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Purchaser acknowledges and agrees that Purchaser shall be responsible for obtaining any and all of the Permits and Repairs at Purchaser's sole cost and expense. Purchaser shall make application for all Permits and Repairs within ten (10) days of the Seller Acceptance Date. Purchaser shall not have the right to delay the Closing due to Purchaser's failure or inability to obtain any required Permits and Repairs. Unless Seller declines to consent to a required inspection or repair to the Property, the failure of Purchaser to obtain and furnish the Permits and Repairs shall constitute a material breach of the Agreement. Notwithstanding the foregoing, neither Purchaser nor its representatives shall enter upon the Property to make any repairs or treatments prior to the Closing without the prior written consent of Seller. To the extent the Purchaser or its representatives make repairs or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments. If the Property is located in a jurisdiction that requires Permits and Repairs and Seller declines to consent to a required inspection or repair to the Property, the Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.
- Delivery of Possession of Property. Seller shall deliver possession of the Property to Purchaser at the Closing and funding of the sale. Pursuant to Section 9 of this Addendum, the delivery of possession shall be subject to the rights of any tenants or parties in possession. If Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Purchaser under the Agreement and Seller may terminate the Agreement and Purchaser shall be liable to Seller for damages (including attorneys' fees and costs) caused by any such alteration or occupation of the Property prior to Closing and funding, and Purchaser waives any and all claims for damages or compensation for improvements made by Purchaser to the Property, including but not limited to any claims for unjust enrichment. Without limiting any remedy of Seller under this Addendum at law or in equity, Seller shall also have the right to terminate the Agreement and retain the Earnest Money as liquidated damages for Purchaser's default under this Section.
- 15. Form of Deed. The deed to be delivered at Closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" in the Agreement shall be construed to such form of deed.
- 16. Defects in Title. If Purchaser raises an objection to title to the Property which, if valid, would make title to the Property uninsurable, Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Purchaser. If Seller chooses to correct the problem through reasonable efforts, as determined by Seller in its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company selected by Seller at regular rates containing affirmative coverages for the title objections, then the Agreement shall remain in full force and Purchaser shall perform pursuant to the terms set forth in the Agreement. Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in

order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove those exceptions. Purchaser acknowledges that Seller's title to the Property may be subject to court approval of a foreclosure or to a mortgagor's right of

redemption. In the event Seller is not able to (a) make the title insurable or correct any problems or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and any Earnest Money shall be returned to Purchaser and Seller shall have no further obligation or liability to Purchaser hereunder. Section 19(b) of this Addendum also provides that Seller may extend the Closing Date or terminate the Agreement if Seller determines, in Seller's sole and absolute discretion, that Seller is unable to convey insurable title to the Property.

- 17. Representations and Warranties. Purchaser hereby represents and warrants to, and covenants and agrees with, Seller as to the following matters (all representations, warranties and covenants are true on the date hereof and shall be true as of the Closing) with the understanding that Seller is relying on these representations, warranties and covenants in effecting the transactions contemplated hereby:
- (a) Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its servicers, representatives, brokers, employees, agents or assigns;
- (b) This Addendum shall be binding and enforceable against Purchaser in accordance with its terms, and upon Purchaser's execution of the additional documents contemplated by this Addendum, they shall be binding and enforceable against Purchaser in accordance with their terms. The execution and delivery of this Addendum and Purchaser's performance of the obligations hereunder does not require any consents or approvals of any third persons;
- (c) This Addendum will not, with or without the giving of notice or the lapse of time or both, violate or conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party, or by which Purchaser is bound;
- (d) Neither Seller nor its servicers, employees, representatives, brokers, agents or assigns, have made any representations or warranties, implied or expressed, relating to the marketability, insurability or condition of the Property or the contents thereof, except as expressly set forth in Section 28 of this Addendum;
- (e) Purchaser has not relied on any representation or warranty from the Seller regarding the marketability, insurability or condition of the Property or the contents thereof, or the nature, quality, or workmanship of any repairs made by Seller; and

Purchaser will not occupy, or cause or permit others to occupy, the Property prior to Closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after Closing. WAIVERS BY PURCHASER. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY 18. SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER WAIVES THE FOLLOWING: ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC (a) PERFORMANCE: ANY RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD OR FILE (b) THE CONTRACT, THIS ADDENDUM OR ANY MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS; ANY RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT, IF INVOKED, WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY PURCHASER; ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN (d) CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING; ANY AND ALL CLAIMS FOR FAILURE OF CONSIDERATION OR MISTAKE OF FACT AS SUCH (e) CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THE AGREEMENT; ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THE (f) AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY, WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE:

ANY LITIGATION ARISING FROM, OR CONNECTED WITH OR RELATED TO THE AGREEMENT;

ANY RIGHT TO TRIAL BY JURY, EXCEPT AS WAIVER THEREOF IS PROHIBITED BY LAW, IN

- (h) ANY CLAIMS FOR LOSSES PURCHASER MAY INCUR AS A RESULT OF PURCHASER'S DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO COST OF ANY INSPECTIONS OF OR REPORTS FOR THE PROPERTY, AND CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;
- (i) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO MOLD, LEAD PAINT, FUEL OIL, ALLERGENS OR OTHER TOXIC SUBSTANCES OF ANY KIND;
- (j) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE MARKETABILITY, INSURABILITY OR CONDITION OF THE PROPERTY, HABITABILITY, LACK OF SUITABILITY AND FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE;
- (k) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO

ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND

(I) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO: ANY DISCREPANCY BETWEEN THE PROPERTY'S ADDRESS AND THE PROPERTY INSPECTED BY PURCHASER; THE PROPERTY HAVING AN INCORRECT MUNICIPAL ADDRESS; OR EITHER SELLER'S OR PURCHASER'S AGENT SHOWING PURCHASER AN INCORRECT PROPERTY. IN THE EVENT OF CONFLICT BETWEEN THE MUNICIPAL ADDRESS OF THE PROPERTY AND THE LEGAL DESCRIPTION OF THE PROPERTY, THE LEGAL DESCRIPTION SHALL CONTROL.

References to the "Seller" in this Section 18 shall include Seller and Seller's servicers, representatives, agents, brokers, employees and assigns. In the event that the Purchaser breaches or disregards, or attempts to disavow, any of the representations, warranties or waivers described or contemplated under Section 17 or Section 18 of this Addendum, the Purchaser shall pay all reasonable attorneys fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such representation, warranty or waiver, or (ii) defending any action initiated by the Purchaser for the purpose of or relating to any such breach, disregard or disavowal, and Purchaser shall pay Five Thousand Dollars (\$5,000.00) as liquidated damages for such attempted or actual breach, disregard or disavowal, which amount shall be in addition to any liquidated

damages held or covered by the Seller pursuant to Section 25 of this Addendum.

19. extend t		lions to Seller's Performance. Seller shall have the unilateral right, at Seller's sole and absolute discretion, to ng Date or to terminate the Agreement if:
confirm	(a) ned prior	Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
Propert	(b) y through	Seller determines, in its sole and absolute discretion, that it is unable to convey insurable title to the a title insurance company selected by Seller at regular rates;
	(c)	Seller has either sold or has agreed to sell the loan secured by the Property to another party;
date se	(d) t forth he	Full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing or the rein for Closing;
first re	(e) fusal, opt	Any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of ion or similar right to purchase the Property;
related	(f) transacti	Seller determines, in its sole and absolute discretion, that the sale of the Property to Purchaser or any ions are in any way associated with illegal activity of any kind;
	(g)	Seller has transferred and conveyed the Property to a third party;
affiliat	(h) ted in any	the Purchaser is the former mortgagor of the Property whose interest was foreclosed, or is related to or way with the former mortgagor, and Purchaser has not disclosed this fact to the Seller prior to the Seller's

(i) The Purchase Price is insufficient to pay the sum of the closing costs, taxes, commissions, and any liens on or obligations secured by the Property that Seller has agreed to pay hereunder.

acceptance of the Agreement. Such failure to disclose shall constitute default under the Agreement, entitling the Seller to

In the event Seller elects to terminate the Agreement as a result of any of the foregoing, the Earnest Money shall be returned to

exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or

Purchaser and the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

#### Remedies for Default.

- In the event of Purchaser's default, material breach or material misrepresentation of any fact under the terms of the Agreement, Seller, at its option, may retain the Earnest Money and any other funds paid by Purchaser as liquidated damages and/or invoke any other remedy expressly set forth in the Agreement and Seller is automatically released from the obligation to sell the Property to Purchaser and neither Seller nor its representatives, agents, afterneys, successors or assigns shall be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey the Property. PURCHASER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS ADDENDUM, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY UNDER THIS SECTION 20, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM PURCHASER.
- (b) Seller shall only be in default under the Agreement if Purchaser delivers written notice to Seller detailing the default and Seller fails to cure such default within 20 days of receipt of such written notice (or such longer period of time as may be necessary, provided that Seller diligently pursues such cure). If Seller is in default hereunder or if Seller terminates the Agreement as provided under the provisions of thereof, Purchaser shall be entitled to the return of the Earnest Money as Purchaser's sole and exclusive remedy at law or in equity. Any reference to a return of the Earnest Money in the Agreement shall mean a return of the Earnest Money less any escrow cancellation fees applicable to Purchaser under the Agreement, and less fees and costs payable for services and products provided during escrow at Purchaser's request. Purchaser waives may claim that the Property is unique and Purchaser acknowledges that a return of its Earnest Money can adequately and fairly compensate Purchaser. Upon return of the Earnest Money to Purchaser, the Agreement shall be terminated, and Purchaser and Seller shall have no further liability, no further obligation, and no further responsibility each to the other, and Purchaser and obligations that survive pursuant to Section 26 of this Addendum.
- (c) Purchaser agrees that Selter shall not be liable to Purchaser for any special, consequential or punitive damages whatsnever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by Purchaser in selling or surrendering a lease on a prior residence, obtaining other living

Accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to the Agreement or a breach thereof.

(d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of or excuse for any different or subsequent breach.

- (e) In the event either party elects to exercise its remedies as described in this Section 20 or the Agreement is terminated, the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.
- Indemnification. Purchaser agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:
  - (a) Inspections or repairs made by Purchaser or its agents, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from Purchaser's failure timely to obtain any permits, approvals, repairs or inspections, or to comply with all applicable laws, rules, ordinances and regulations;
- (c) claims for amounts due and owing by Seller for taxes, homeowner's association dues or assessment, or any other terms prorated at Closing under Section 11 of this Addendum;
  - (d) The breach by Purchaser of any of the terms and conditions of the Agreement; and
- (e) Purchaser's or Purchaser's tenants, agents or representative's use or occupancy of the Property prior to Closing and funding.
- Risk of Loss. Regardless of local custom or practice, Purchaser assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after Seller's acceptance of the Agreement and prior to Closing and funding, Seller may, at its sole discretion, repair or restore the Property, or Seller may terminate the Agreement. If Seller elects to repair or restore the Property, then Seller may, at its sole discretion, limit the amount to be expended. If Seller elects to repair or restore the Property, Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then current condition at the Purchase Price with no reduction thereof by reason of such loss, or terminate the Agreement and receive a refund of any Earnest Money.
- 23. Eminent Domain. In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either party may terminate the

Agreement and the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or liabilities hereunder except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

- 24. Keys. Purchaser understands that if Seller is not in possession of keys, including but not limited to mailbox keys, recreation area keys, gate cards or automatic garage door remote controls, then the cost of obtaining the same will be the responsibility of Purchaser. Purchaser also understands that if the Property includes an alarm system, Seller cannot provide the access code or key, Purchaser shall be responsible for any costs associated with the alarm, changing the access code or obtaining keys. Purchaser is encouraged to re-key the Property after Closing. Purchaser agrees to hold Seller harmless regarding any theft or damage of personal property.
- 25. Liquidated Damages. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF ANY MATERIAL DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO COMPUTE AND THAT THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES AS ESTABLISHED BY THE PARTIES THROUGH GOOD FAITH CONSIDERATION OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE TRANSACTION CONTEMPLATED UNDER THE AGREEMENT AS OF THE DATE HEREOF. IN THE EVENT OF SUCH DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO RETAIN SUCH AMOUNTS AS LIQUIDATED DAMAGES. THE PURCHASER HAS INITIALED BELOW TO ESTABLISH THIS INTENT TO ESTABLISH LIQUIDATED DAMAGES.
- 26. Survival. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement. Notwithstanding anything to the contrary to the Agreement, the provisions of Sections 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 25 and 27(a) of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the Closing, funding and the delivery of the Deed and/or termination of the Agreement by any party and continue in full force and effect.
- 27. General Provisions.
- (a) Attorneys' Fees. If either party commences any litigation or judicial action to determine or enforce any of the provisions of the Agreement, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including but not limited to reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.
- (b) Further Assurances. Purchaser agrees to execute and deliver to Seller at Closing or as otherwise requested by Seller, documents referenced in this Addendum or requested by Seller, and to take such other action as may be reasonably necessary to further the purpose of the Agreement. Copies of referenced documents are available from Seller's listing agent

upon request by Purchaser.

	(c)	Severability. If any provision of this Addendum shall be held to be invalid or unenforceable by any court of
compete		ction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore,
		es are still able to retain all of the material benefits of their bargain hereunder, such provision shall be
		or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability,
		risions of this Addendum shall remain unaffected and this Addendum shall be construed and enforced as if
	-	its original form and content had never comprised a part hereof.

- (d) Assignment of Agreement. Purchaser shall not assign the Agreement without the express written consent of Seller. Seller may assign the Agreement at its sole discretion without prior notice to or consent of Purchaser.
- (c) EFFECT OF ADDENDUM. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED TO AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW. THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND ANY ESCROW INSTRUCTIONS.
- (f) Authority. The undersigned if executing this Addendum and the Contract on behalf of a Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he or she is authorized by that entity to enter into this Addendum and the Contract and bind the entity to perform any duties and obligations stated in this Addendum and the Contract.
- Entire Agreement. The Agreement, including the disclosure of information on lead-based paint or lead-based paint hazard or Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Purchaser and Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants and agreements, whether written or oral and there are no oral, or other written agreements between Purchaser and Seller. NO ORAL PROMISES, REPRESENTATIONS (EXPRESS OR IMPLIED) WARRANTIES OR AGREEMENTS MADE BY SELLER OR BROKER OR ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE DEEMED VALID OR BINDING UPON SELLER UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT. All negotiations are merged into the Agreement. Seller shall not be obligated by any other written or verbal statements made by Seller, Seller's representatives or any real estate licensee.
- (h) Modification. No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Purchaser and Seller.
  - (i) No Third-Party Beneficiaries. The Agreement does not create any rights, claims or benefits inuring to any

person or entity, other than Seller's successors or assigns, that is not a party to the Agreement, nor does it create or establish any third-party beneficiary to the Agreement.

- (j) Counterparts. This Addendum may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. This Addendum may be delivered by facsimile.
- (k) Headings. The titles to the sections and headings of various paragraphs of this Addendum are placed for convenience of reference only and in case of conflict, the text of the Addendum, rather than such titles or headings, shall control.
- (1) No Partnership. The Agreement is not intended to create and does not create a joint venture or partnership between Purchaser and Seller.
- (m) Gender. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.
- (n) Force Majeure. Except as provided in Section 22, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, acts of terrorism, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.
- (o) Attorney Review. Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement; accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- (p) Notices. Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to Seller will be deemed sent or delivered to Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent at the address or fax number shown below.

(q) Dispute Resolution. Notwithstanding any provision of the Contract to the contrary, the parties acknowledge and agree that any alternative dispute resolution, mediation and/or arbitration provisions contained in the Contract are expressly voided and are of no force or effect.		
(r) Facsimile or Electronic Signatures. Seller and Purchaser agree that a signature on this document that is electronically transmitted via facsimile or the internet is intended to have the same legal effect and shall be as enforceable against the signor as an original signed counterpart where the signature is affixed manually.		
28. Additional Terms or Conditions.		
Purchaser has executed this Addendum as of the PURCHASER'S OFFER  Signature:  Print Name (or name if a company):  Address:  3729 NE 107 <sup>th</sup> PLACE PORTLAND, OR 97220  Telephone: (503) 258-0467  Facsimile:  Signature:  Print Name (or name if a company):  Address:  3738N.E. 107 <sup>th</sup> PL. PORTLAND, OR 97220  Telephone: (503) 235-3887  Facsimile:  SELLER'S ACCEPTANCE  Select Portfolio Servicing, Inc., a Delaware corporation		
By: Print Name: Title:		
Date:		
Accepted and agreed: Seller's Agent: Print Name: Signature: Date:  Purchaser's Agent: Print Name: Signature: Date:  Purchaser's Agent: Print Name: Signature: Date:		

### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwolling was built prior to 1978 is untified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce parminent neurological damage, including leaning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning obso pases a particular risk to pregnont women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. I risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure  (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):  (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b) Records and reports available to the seller (check (i) or (ii) below): (i) Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) (ii) Selier has no reports or records pertaining to lead-based paint and/or lead-based paint hazafds in the housing.
Purchaser's Acknowledgment (initial) (c) Purchaser has received copies of all information listed above. (d) Purchaser has received the pamphlet Protect Vour Family from Lead in Your Home. (e) Furchaser has (check (i) or (ii) below): (i) received a 10-day opportunity (or annually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint and/or lead-based paint and/or lead-based paint hazards; or (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
Agent's Acknowledgment (initial) (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.
Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and scannate.
SELLER:
Select Portfelio Servicing, Inc., a Delaware corporation
Date:
By:
Print Name:
Title:
PURCHASER:
Date.

Signature:	
Print Name:	
	AGENT:
Date:	
Signature;	
Print Name:	

### ADDENDUM NO. \_\_\_\_1\_\_\_ TO PURCHASE AGREEMENT



In reference to the Purci	hase Agreement executed by KAYOKO KEINATI	i , james bledsoe
	as Buyer(s) and SELECT	PORTFOLIO SERVICE ,
	as Seller(s), dated	November 9, 2009
covering the real proper	ty at 3125 N BUFFALO #1152, LAS VE	GAS, NV 89128
	, the Buyer X Selle	er hereby proposes that the Purchase
Agreement be amended	as follows:	
1. PURCHASE PR	TCE TO BE \$47.750	The second secon
2. SELLER TO CI	HOOSE TITLE/ESCROW - FIDELITY TI	TLE PATI WALTERS UNIT
3. CLOSE OF ESC	CROW TO BE ON OR BEFORE 11/24/20 EY TO BE \$2.500 - CASHIERS CHECK	
4. EARNEST MONI	<u>ey to be \$2,500 - Cashiers Check</u> ay up to \$350 for hoa transfer i	
6. HOME IS SOLI	TN AS IS WHERE IS CONDITION WI	TH NO REPAIRS
7. THIS IS A C	ASH TRANSACTION & TERMS CANNOT E	E CHANGED WITHOUT
WRITTEN FERMIS	SION FROM THE SELLER	CA PICT P PAT
8. BUYER WALVE	s <u>all contingencies - Cash trans</u> Master key system & buyer should	CURNOR LOCKS PEARS
	MASTER BAI GIDIEN & DULER MANA	MARRONIZIONE BRINCHES BRINCHES
10. UPON ACCEP	TANCE, BUYER TO SIGN BANK ADDEND	UMS
11 DIVER TO S	TON & NOTARIZE WAIVER OF SRPD WI	TH THIS ADDENDUM'
	IES TO BE REMOVED FROM LISTING P	GENT 3 DAYS PRIOR TO
ORIGINAL COE.	AND AND MANAGEMENT ST. DAY THE THE	/2000
13 BUYER TO R	espond on or before 11 AM 11/11/	<u> </u>
WHEN PROPERLY FULLY UNDERST COUNSEL BEFOR	Y COMPLETED, THIS IS A BINDING C FAND ITS CONTENTS, YOU SHOULD E SIGNING.	SEEK COMPETENT LEGAL
	☐ Buyer [X] Selfer	Date
	SELECT PORTFOLIO SERVICE	
	Limited a service of the service of	
	Anny	Time
	Buyer Seller	line
***	and the second s	
	Acceptance:	11/10/2009
	X Buyer Softer	Date
	KAYOKO KEINATH	
		5:30 pm
•		Time
بدين	Bayer Seller	THE
	JAMES BLEDSOE	
Normanial bear		
Prepared by:		(702) 889~3885
À	's Name THOMAS RUCCI	(702) 889~3885 Phone

Addendum to Purchase Agreement 2/07

\*\*D 2007 Greater Las Vegas Association of BEALTORS & Book 1089910 For 19829 Billion of BEALTORS & Book 1089910 For 19829 Billion Britain Britain



Americana Group, REALTORS®

## Waiver of NRS Chapter 113 AS IS PURCHASE

## BUYER'S WAIVER OF RIGHTS PURSUANT TO NRS. 113.100 ET SEQ. "CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE"

3125 N Buffalo Drive Unit 1152 Property Address 89128 Las Vegas Printed name of Buyer(s) Kayoko Keinath James Bledsoe Prudential Americana Group, REALTORS Printed name of Buyer(s) Agent and Brokerage James Donohue Printed name of Seller(s) Select Portfolio Services Printed name of Seller(s) Agent and Brokerage Thomas Rucci RE/MAX Advantage Kayoko Keinath (Buyer(s)) hereby waive James Bledsoe my/our right(s) pursuant to NRS. 113.150 which specifically details the buyer's rights concerning material defects that materially affect the value or use of residential property in an adverse manner and accept the above-described property AS IS. I/We am/are aware that this waiver is a legal binding agreement and limits my/our rights concerning property defects as described in NRS, 113, I SIGN THIS WAIVER WITH THE UNDERSTANDING THAT IF I HAVE ANY QUESTIONS OR CONCERNS I SHOULD CONSULT WITH AN ATTORNEY. **NEVADA LAW REQUIRES THIS DOCUMENT BE NOTARIZED TO BE VALID** Kavoko Keinath James Bledsoe **Buyer's Printed Name Buyer's Printed Name** SUBSCRIBED and SWORN to before me this (DATE) 10th day of November 2009 NOTARY PUBLIC, In and for said County and State State of Onegon

SEAL MUHAGNAL COLINY.

Notary Printed Name

OFFICIAL SEAL
DEBBIE J EDWARDS
NOTARY PUBLIC-OREGON
COMMISSION NO. 417074
MY COMMISSION EXPIRES MAY 6, 2011

REV. 12/2009

## Condition of Residential Property Offered for Sale

NRS 113.100 Definitions. As used in NRS 113.100 to 113 150, inclusive, unless the context otherwise requires:

- 1 "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
- 2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
- 3. "Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
  - 4 "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units
  - 5 "Seller" means a person who sells or intends to sell any residential property

(Added to NRS by 1995, 842; A 1999, 1446)

NRS 113.116 Conditions required for "conveyance of property" and to complete service of document. For the purposes of NRS 1. A "conveyance of property" occurs: 113.100 to 113.150, inclusive:

(a) Upon the closure of any osciow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.

2. Service of a document is complete:

(a) Upon personal delivery of the document to the person being served; or

(b) Three days after the document is mailed, postage prepaid, to the person being served at his last known address (Added to NRS by 1995, 844)

NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property. The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

- 1 Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware
  - 2 Provides notice:
  - (a) Of the provisions of NRS 113 140 and subsection 5 of NRS 113 150.
  - (b) That the disclosures set forth in the form are made by the seller and not by his agent.
- (c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property

(Added to NRS by 1995, 842)

NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.

- 1. Except as otherwise provided in subsections 2 and 3:
- (a) At least 10 days before residential property is conveyed to a purchaser:
  - (1) The seller shall complete a disclosure form regarding the residential property; and
  - (2) The seller or his agent shall serve the purchaser or his agent with the completed disclosure form.
- (b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or his agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or his agent shall inform the purchases or his agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:
  - (1) Rescind the agreement to purchase the property; or
  - (2) Close escrow and accept the property with the defect revealed by the seller or his agent without further recourse.
  - Subsection 1 does not apply to a sale or intended sale of residential property;
  - (a) By foreclosure pursuant to chapter 107 of NRS.
  - (b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
  - (c) Which is the first sale of a residence that was constructed by a licensed contractor.
- (d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.
- 3. A purchaser of residential property may waive any of the requirements of subsection 1 Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.
- 4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, provide written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598)

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- NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.

1 Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:

(a) Provide to the initial purchaser a copy of NRS 11 202 to 11 206, inclusive, and 40 600 to 40 695, inclusive;

(b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and

(c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser

without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request

2 Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the

3 The initial purchaser may waive his right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser

(Added to NRS by 1999, 1446)

NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.

1 NRS 113 130 does not require a seller to disclose a defect in residential property of which he is not aware.

2 A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property

3. Neither this chapter not chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to

(Added to NRS by 1995, 843; A 2001, 2896)

NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

1. If a seller or his agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property

2 If, before the conveyance of the property to the purchaser, a seller or his agent informs the purchaser or his agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by

provisions in the agreement to purchase the property, the purchaser may:

(a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or

(b) Close escrow and accept the property with the defect as revealed by the seller or his agent without further recourse. 3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:

(a) On the holder of any escrow opened for the conveyance; or

(b) If an escrow has not been opened for the conveyance, on the seller or his agent

- 4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113 130 or otherwise providing the purchaser or his agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than I year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.
- 5 A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:

(a) An officer or employee of this state or any political subdivision of this state in the ordinary course of his duties; or

- (b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D 040 or pesticide applicator, who was authorized to practice that profession in this state at the time the information was provided
- 6 A purchaser of residential property may waive any of his rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

(Added to NRS by 1995, 843; A 1997, 350, 1797)

### **ACKNOWLEDGMENT**

to and the month of the first of the second of the second

3125 N BOFFA(8#152)
Property Address LV NV 89128

No one is permitted to enter the contracted property to make any alterations or repairs without the written authorization of the seller or his representative.

Buyers are not permitted to move in to the property or store or deliver any of their possessions in the property prior to recordation.

Agents may not give the keys to the property to the buyers for any reason prior to recordation of the deed.

Should a violation of the above occur you, the agent, will be held responsible. Complaints will be filed with GLVAR and the Real Estate Division. A police report will also be filed for trespassing against the Buyers.

Upon receipt of signed acknowledgment, executed contracts will be sent to the Buyers' agent.

1) Date 1/1/2809

State of Nevada County of	
This instrument was acknowledged before me on	by

Notary Public in and for said County and State

## SIALE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY REAL ESTATE DIVISION

788 Fairview Drive, Suite 200\* Carson City, NV 89701-5453 \* (775) 687-4280 2501 East Sahara Avenue, Suite 102 \*Las Vegas, NV 89104-4137 \* (702) 486-4033 e-mail: realest@red.state nv.us http://www.red.state.nv.us

# BEFORE YOU PURCHASE PROPERTY IN A COMMON-INTEREST COMMUNITY DID YOU KNOW...

## 1. YOU GENERALLY HAVE 5 DAYS TO CANCEL THE PURCHASE AGREEMENT?

When you enter into a purchase agreement to buy a home or unit in a common-interest community, in most cases you should receive either a public offering statement, if you are the original purchaser of the home or unit, or a resale package, if you are not the original purchaser. The law generally provides for a 5-dayperiod in which you have the right to cancel the purchase agreement. The 5-day period begins on different starting dates, depending on whether you receive a public offering statement or a resale package. Upon receiving a public offering statement or a resale package, you should make sure you are informed of the deadline for exercising your right to cancel. In order to exercise your right to cancel, the law generally requires that you hand deliver the notice of cancellation to the seller within the 5-day period, or mail the notice of cancellation to the seller by prepaid United States mail within the 5-day period. For more information regarding your right to cancel, see Nevada Revised Statutes 116.4108, if you received a public offering statement, or Nevada Revised Statutes 116.4109, if you received a resale package.

## 2. YOU ARE AGREEING TO RESTRICTIONS ON HOW YOU CAN USE YOUR PROPERTY?

These restrictions are contained in a document known as the Declaration of Covenants, Conditions and Restrictions The CC&Rs become a part of the title to your property. They bind you and every future owner of the property whether or not you have read them or had them explained to you. The CC&Rs, together with other "governing documents" (such as association bylaws and rules and regulations), are intended to preserve the character and value of properties in the community, but may also restrict what you can do to improve or change your property and limit how you use and enjoy your property. By purchasing a property encumbered by CC&Rs, you are agreeing to limitations that could affect your lifestyle and freedom of choice. You should review the CC&Rs, and other governing documents before purchasing to make sure that these limitations and controls are acceptable to you.

## 3. YOU WILL HAVE TO PAY OWNERS' ASSESSMENTS FOR AS LONG AS YOU OWN YOUR PROPERTY?

As an owner in a common-interest community, you are responsible for paying your share of expenses relating to the common elements, such as landscaping, shared amenities and the operation of any homeowners' association. The obligation to pay these assessments binds you and every future owner of the property. Owners' fees are usually assessed by the homeowners' association and due monthly. You have to pay dues whether or not you agree with the way the association is managing the property or spending the assessments. The executive board of the association may have the power to change and increase the amount of the assessment and to levy special assessments against your property to meet extraordinary expenses. In some communities, major components of the common elements of the community such as roofs and private roads must be maintained and replaced by the association. If the association is not well managed or falls to provide adequate funding for reserves to repair, replace and restore common elements, you may be required to pay large, special assessments to accomplish these tasks.

## 4. IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?

If you do not pay these assessments when due, the association usually has the power to collect them by selling your property in a nonjudicial foreclosure sale. If fees become delinquent, you may also be required to pay penalties and the association's costs and attorney's fees to become current. If you dispute the obligation or its amount, your only remedy to avoid the loss of your home may be to file a lawsuit and ask a court to intervene in the dispute.

# 5. YOU MAY BECOME A MEMBER OF A HOMEOWNERS' ASSOCIATION THAT HAS THE POWER TO AFFECT HOW YOU USE AND ENJOY YOUR PROPERTY?

Many common-interest communities have a homeowners' association. In a new development, the association will usually be controlled by the developer until a certain number of units have been sold. After the period of developer control, the association may be controlled by property owners like yourself who are elected by homeowners to sit on an executive board and other boards and committees formed by the association. The association, and its executive board, are responsible for assessing homeowners for the cost of operating the association and the common or shared elements of the community and for the day to day operation and management of the community. Because homeowners sitting on the executive board and other boards and communities of the association may not have the experience or professional background required to understand and carry out the responsibilities of the association properly, the association may hire professional community managers to carry out these responsibilities. Homeowners' associations operate on democratic principles. Some decisions require all homeowners to vote,

some decisions are made by the executive board or other boards or committees established by the association or governing documents. Although the actions of the association and its executive board are governed by state laws, the CC&Rs and other documents that govern the common-interest community, decisions made by these persons will affect your use and enjoyment of your property, your lifestyle and freedom of choice, and your cost of living in the community. You may not agree with decisions made by the association or its governing bodies even though the decisions are ones which the association is authorized to make. Decisions may be made by a few persons on the executive board or governing bodies that do not necessarily reflect the view of the majority of homeowners in the community. If you do not agree with decisions made by the association, its executive board or other governing bodies, your remedy is typically to attempt to use the democratic processes of the association to seek the election of members of the executive board or other governing bodies that are more responsive to your needs. If you have a dispute with the association, its executive board or other governing bodies, you may be able to resolve the dispute through the complaint, investigation and intervention process administered by the Office of the Ombudsman for Owners in Common-Interest Communities, the Nevada Real Estate Division and the Commission for Common Interest Communities. However, to resolve some disputes, you may have to mediate or arbitrate the dispute and, if mediation or arbitration is unsuccessful, you may have to file a lawsuit and ask a court to resolve the dispute. In addition to your personal cost in mediation or arbitration, or to prosecute a lawsuit, you may be responsible for paying your share of the association's cost in defending against your claim.

# 6. YOU ARE REQUIRED TO PROVIDE PROSPECTIVE PURCHASERS OF YOUR PROPERTY WITH INFORMATION ABOUT LIVING IN YOUR COMMON-INTEREST COMMUNITY?

The law requires you to provide a prospective purchaser of your property with a copy of the community's governing documents, including the CC&Rs, association bylaws, and rules and regulations, as well as a copy of this document. You are also required to provide a copy of the association's current year-to-date financial statement, including, without limitation, the most recent audited or reviewed financial statement, a copy of the association's operating budget and information regarding the amount of the monthly assessment for common expenses, including the amount set aside as reserves for the repair, replacement and restoration of common elements. You are also required to inform prospective purchasers of any outstanding judgments or lawsuits pending against the association of which you are aware. For more information regarding these requirements, see Nevada Revised Statutes 116.4109.

# 7. YOU HAVE CERTAIN RIGHTS REGARDING OWNERSHIP IN A COMMON-INTEREST COMMUNITY THAT ARE GUARANTEED YOU BY THE STATE?

Pursuant to provisions of chapter 116 of Nevada Revised Statutes, you have the right:

- (a) To be notified of all meetings of the association and its executive board, except in cases of emergency.
- (b) To attend and speak at all meetings of the association and its executive board, except in some cases where the executive board is authorized to meet in closed, executive session.
- (c) To request a special meeting of the association upon petition of at least 10 percent of the homeowners.
- (d) To inspect, examine, photocopy and audit financial and other records of the association.
- (e) To be notified of all changes in the community's rules and regulations and other actions by the association or board that affect you.

### 8. QUESTIONS?

Although they may be voluminous, you should take the time to read and understand the documents that will control your ownership of a property in a common-interest community. You may wish to ask your real estate professional, lawyer or other person with experience to explain anything you do not understand. You may also request assistance from the Office of the Ombudsman for Owners in Common-Interest Communities, Nevada Real Estate Division, at:

OR

2501 E. Sahara Ave, Suite 202 Las Vegas, NV 89104-4137 Voice: (702) 486-4480 or toll free at (877) 829-9907

Fax: (702) 486-4520

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