



GALAXY HOMES
 2431 N Tustin Ave Unit L
 Santa Ana, CA 92705
 833.459.9467

CONTRACTUAL LISTING AGREEMENT

1. RIGHT TO LIST, SHOW AND SELL

GALAXY HOMES declaring to be properly licensed in California and hereinafter referred to as "AGENT" is hereby employed to list, show and sell my/our ownership interest in a manufactured/mobile home in the following manner:
 As my/our exclusive irrevocable AGENT with this listing agreement commencing on 2/21/24 and expiring on 8/21/24 unless extended in writing.
 As my/our non-exclusive AGENT with an open/multiple listing agreement until notified otherwise by me/us in writing.

2. MANUFACTURED/MOBILEHOME DESCRIPTION, ADDRESS, REGISTRATION, AND TAX TYPE

YEAR <u>2005</u>	MAKE <u>FLEETWOOD</u>	MODEL <u>THE ENTERTAINER</u>	SIZE <u>27X52</u>
EXPANDO/ADDITIONS	BEDROOM(S) <u>3</u>	BATHROOM(S) <u>2</u>	CARPORIT <u>X</u>
	PATIO <u>X</u>	PORCH <u>X</u>	DECK <u>X</u>
	AIR CONDITIONING <u>X</u>	ETC.	
HCD/HUD #	SERIAL # <u>LBNU776</u>	DECAL/LIC #	\$ FEE <u>1082</u>
	PARK RENT	FAMILY <u>X</u>	55 <u>X</u>
	LEASE	62 <u>X</u>	PETS <u>X</u>
AR2290855	AZFL421A11670CY13		\$ FEE
AR2290856	AZFL421B11670CY13		HOW REGISTERED <u>LPT</u>
EXACT SITUS ADDRESS <u>5001 W. FLORIDA AVE HEMET CA #421</u>			
OWNER'S NAME, ADDRESS & PHONE # <u>DEBBIE ANNE BECKWITH 92545</u>			
INCLUDED IN SALE: <input type="checkbox"/> WASHER, <input type="checkbox"/> DRYER, <input checked="" type="checkbox"/> DISHWASHER, <input type="checkbox"/> MICROWAVE, <input checked="" type="checkbox"/> REFRIGERATOR, <input checked="" type="checkbox"/> RANGE, <input checked="" type="checkbox"/> OVEN, <input checked="" type="checkbox"/> DISPOSAL, <input checked="" type="checkbox"/> SKIRTING, <input checked="" type="checkbox"/> SHED, <input type="checkbox"/> FURNITURE			
OTHER: <u>Electric fireplace</u>			

3. TERMS OF SALE

The sale price shall be \$ 139,000 or more, to be paid as checked: Total to be paid into escrow. TBD
 A down payment of not less than \$ 1,000- to be paid into escrow with the balance of \$ TBD to be paid in accordance with terms acceptable to me/us.

A. The manufactured/mobile home has been registered with the Department of Housing and Community Development.
 B. AGENT is hereby authorized to deposit into escrow any deposit accepted toward the purchase of the above described manufactured/mobile home, including accessories (if any), offered in accordance with the terms specified above.
 C. I/we hereby certify that the above described manufactured/mobile home is free of any liens/encumbrances, except N/A. All taxes, penalties, if any, rent or assessments are current as of this date and will be current by opening of escrow.
 D. I/we agree to transfer the above described manufactured/mobile home clean and habitable with all included appliances & accessories in working condition, and further, to furnish with the manufactured/mobile home any necessary alteration permits required by law or regulation.
 E. I/we agree to deliver to AGENT a properly signed Certificate of Title, if held by me/us and the current Registration Card at the time of escrow opening to be deposited into escrow.
 F. I/we warrant that, to the best of my/our knowledge and belief, the above described manufactured/mobile home is located and installed in accordance with all laws, regulations and park rental agreements, if any. I/we further warrant that I/we freely, without reservation, restraint or coercion, agree to list and sell the above described manufactured/mobile home in accordance with the terms specified above.
 G. If living in the above described manufactured/mobile home at the time of escrow opening, I/we agree to totally vacate it, including all personal and non-saleable items, in accordance with paragraph 'D' above, prior to close of escrow.

4. COMPENSATION FOR SERVICES

In lieu of the time and cost of listing, showing and diligent efforts to complete a sale, _____ is included herewith, and, if the above described manufactured/mobile home is sold by AGENT during the term of this agreement, or as may be extended in writing, and for the price specified or as may be agreed to in writing, then this amount shall be deducted from the agreed upon total commission as specified below.

A. I/we agree to compensate AGENT as follows:
 A commission of \$ _____ paid from the escrow account at the close of escrow.
 A commission of 5 % of the selling price shown in item 3 (TERMS OF SALE) above, to be paid from the escrow account at the close of escrow.
 NET LISTING SELLER to receive \$ _____ less liens set forth above. AGENT to receive all sums in excess of same as commission. Minimum commission \$ _____, all of which is to be paid from the escrow account at its close.

(1) Buyer's offer may be in excess of the amount that the seller has agreed to accept as a purchase price in the listing agreement.
 (2) Dealer may retain any amount in excess of the amount the seller has agreed to as the purchase price in the listing agreement as the dealer's compensation or commission.
 (3) Additional costs or payments in the sales transaction may be deducted or made from the amount the seller has agreed to accept as the purchase price in the listing agreement, upon Registered Owner approval, by the close of escrow.
 (4) Within three (3) days of acceptance of the buyer's written offer to purchase a manufactured/mobile home that is not new, but no less than 48 hours prior to the close of escrow or transfer of title, dealer must disclose to the seller the exact amount of the buyer's offer and the specific amount of any commission. The dealer must submit a copy into escrow and maintain a copy at the dealer's place of business for three years from the date of sale.

B. I/we agree to pay AGENT, _____ % of the sales price as shown in Section 3 (TERMS OF SALE) above, if the above described manufactured/mobile home is withdrawn from sale, transferred, conveyed, leased or made unmarketable without 10 days advanced written notice to AGENT, during the term of this agreement or any extension thereof.
 C. I/we agree to compensate AGENT the commission specified in "A" of this Section for any sale by us within 90 days after termination of this agreement or any extension thereof, to any buyer who had signed an offer to purchase with AGENT for the above described manufactured/mobile home.

5. ADDITIONAL CONDITIONS AND AGREEMENTS

A. Any violation of this listing agreement by either party thereto shall be considered by those parties as a violation of contract and the prevailing party in any action taken to enforce any of the provisions thereof shall be awarded court costs and reasonable attorney's fees.
 B. AGENT shall be held harmless by me/us for any liability arising from any misinformation or lack of information concerning the above described manufactured/mobile home, its ownership, registration and titling or any of the appliance or accessories included in this listing agreement.
 C. The manufactured/mobile home is offered for listing and sale without any conditions or restrictions as to race, color, creed, sex or national origin.
 D. I/we authorize, do not authorize, AGENT to place and utilize a lockbox on the above described manufactured/mobile home and if one is placed thereon, I/we assume full responsibility for any damage resulting therefrom.
 E. Both parties hereto release each other from any claims, demands, disputes, or obligations which may exist, known or unknown, from any or all exclusive listing agreements previously executed by the two parties.

I/we acknowledge that I/we have read and understand this listing agreement and have received a copy this 21ST day of FEBRUARY at HEMET, CA 2024

Trisha Cardenas
 LISTING SALESPERSON
 AGENT APPROVAL

[Signature]
 REGISTERED / LEGAL OWNER

MANUFACTURED HOME AND MOBILEHOME: TRANSFER DISCLOSURE STATEMENT

15350

THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT 5001 W. FLORIDA IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS 2005 FLEETWOOD A2FLY21A, B11670CY13 LBN4774
 YEAR MAKE SERIAL #(s) HCD DECAL # or Equivalent

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF SECTION 1102 OF THE CIVIL CODE AND SECTIONS 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF 02/21/24 DATE

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER, THE SELLER), OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH SECTION 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH SECTION 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

1. COORDINATION WITH OTHER DISCLOSURES & INFORMATION

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, Section 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency). Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

- Home inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: LAST INSPECTION DONE ~ 1/2022

2. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether, and on what terms, to purchase the subject Home. Seller hereby authorizes any agent(s), as defined in Section 18046 of the Health & Safety Code, representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Home.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN SECTION 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller is is not occupying the Home.

- A. The subject Home includes the items checked below which are being sold with the Home (read across):
- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Burglar Alarm | <input checked="" type="checkbox"/> Carbon Monoxide Devices | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Central Heating | <input checked="" type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Wall/Window Air Cndtng |
| <input type="checkbox"/> Evaporative Cooler(s) | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Porch Decking | <input checked="" type="checkbox"/> Porch Awning | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Private Spa | <input type="checkbox"/> Spa Locking Safety Cover |
| <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Hot Tub Locking Cover | <input type="checkbox"/> Gas/Spa Heater |
| <input type="checkbox"/> Solar/Spa Heater | <input checked="" type="checkbox"/> Gas Water Heater | <input type="checkbox"/> Solar Water Heater |
| <input checked="" type="checkbox"/> Electric Water Heater | <input type="checkbox"/> Attached Garage | <input type="checkbox"/> Bottled Propane |
| <input checked="" type="checkbox"/> Carport Awning | <input type="checkbox"/> Bedroom Window Quick Release Mechanism | <input checked="" type="checkbox"/> Detached Garage |
| <input type="checkbox"/> Automatic Garage Door Opnrs | <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Window Secure Bars | | |
| <input type="checkbox"/> Earthquake Bracing System | | |

Exhaust Fan(s) in both baths and hood range 220 Volt Wiring in _____
 Fireplace(s) in _____ Gas Starter(s) _____
 Roof(s) and type(s) _____ Roof age (Approximate) _____
 Other Jacuzzi Tub in Master Bath

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the home. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No.
 If yes, then describe. (Attach additional sheets if necessary):

B. Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?
 Yes No If yes, check appropriate space(s) below:
 Interior Walls, Ceilings, Floors, Exterior Walls, Insulation, Roof(s), Windows, Doors, Home Electrical Systems, Plumbing, Porch or Deck, Porch Steps & Railings, Other Steps & Railings, Porch Awning, Carport Awning, Other Awnings, Skirting, Home Foundation or Support System, Other Structural Components

Describe: _____
 If any of the above is checked, explain. (Attach additional sheets if necessary):

TLAHW
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2. SELLER'S INFORMATION (continued from page 1)

C. Are you (the Seller) aware of any of the following:

- 1. Substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, or chemical storage tanks on the subject home interior or exterior..... Yes No
- 2. Room additions, structural modifications, or other alterations or repairs made without necessary permits..... Yes No
- 3. Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes..... Yes No
- 4. Any settling from slippage, sliding or problems with leveling of the home or foundation or support system..... Yes No
- 5. Drainage or grading problems with the home, space or lot..... Yes No
- 6. Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides..... Yes No
- 7. Any notices of abatement or citations against the home or accessory structures being sold with the home..... Yes No
- 8. Any lawsuits by or against the seller threatening to or affecting the home, or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home..... Yes No
- 9. Neighborhood noise problems or other nuisances..... Yes No
- 10. Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space..... Yes No

If the answer to any of these is yes, explain (Attach additional sheets if necessary.):

D. 1. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the home, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller [Signature] Date 2/23/24
Seller _____ Date _____

3. AGENT'S INSPECTION DISCLOSURE (To be completed only if the Seller is represented by an Agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

Agent notes no items for disclosure. Agent notes the following items: (Attach additional sheets if necessary.)

Buyer will provide all inspections for further cond.

Agent Representing Seller TRISHA CARDENAS (Please Print) By [Signature] (Signature) Date 2/21/24

4. AGENT'S INSPECTION DISCLOSURE (To be completed only if the Agent who has obtained the offer is other than the Agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME, STATES THE FOLLOWING:

Agent notes no items for disclosure. Agent notes the following items: (Attach additional sheets if necessary.)

Agent Representing Buyer _____ (Please Print) By _____ (Signature) Date _____

5. PROFESSIONAL ADVICE

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE HOME AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THE BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller [Signature] Date 2/23/24 Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent Representing Seller TRISHA CARDENAS (Please Print) By [Signature] (Signature) Date 2/21/24

Agent Representing Buyer _____ (Please Print) By _____ (Signature) Date _____

6. RIGHT TO RESCIND

SECTION 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER DELIVERY OF THIS DISCLOSURE, IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A MANUFACTURED HOME OR MOBILEHOME DEALER OR REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.