



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE § 1102, ET SEQ.)
(C.A.R. Form TDS, Revised 12/21)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Menifee, COUNTY OF Riverside, STATE OF CALIFORNIA, DESCRIBED AS 28393 Spring Creek Way, Menifee, CA 92585

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 07/01/2022. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) 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.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures: Seller may have obtained a limited number of third party inspections that will be supplied to Buyer at Buyer's request if available.
No substituted disclosures for this transfer.

II. 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 property. Seller hereby authorizes any agent(s) 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 property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is not occupying the property. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

A. The subject property has the items checked below:

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Exhaust Fan(s) in, Gas Starter, Other: Ceiling Fan, Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa: Locking Safety Cover, Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other Eastern Municipal Water District, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures, Fireplaces in Living Room, Age: 10 Years (approx.)

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): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property (\*see note on page 2)



- B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?  Yes  No. If yes, check appropriate space(s) below.
- Interior Walls  Ceilings  Floors  Exterior Walls  Insulation  Roof(s)  Windows  Doors  Foundation  Slab(s)  
 Driveways  Sidewalks  Walls/Fences  Electrical Systems  Plumbing/Sewers/Septics  Other Structural Components

(Describe: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property)

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

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. 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. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

- C. Are you (Seller) aware of any of the following:
- Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . .  Yes  No
  - Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . . .  Yes  No
  - Any encroachments, easements or similar matters that may affect your interest in the subject property . . . . .  Yes  No
  - Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . .  Yes  No
  - Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . . . .  Yes  No
  - Fill (compacted or otherwise) on the property or any portion thereof . . . . .  Yes  No
  - Any settling from any cause, or slippage, sliding, or other soil problems . . . . .  Yes  No
  - Flooding, drainage or grading problems . . . . .  Yes  No
  - Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . . .  Yes  No
  - Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . .  Yes  No
  - Neighborhood noise problems or other nuisances . . . . .  Yes  No
  - CC&R's or other deed restrictions or obligations . . . . .  Yes  No
  - Homeowners' Association which has any authority over the subject property . . . . .  Yes  No
  - Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No
  - Any notices of abatement or citations against the property . . . . .  Yes  No
  - Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**2) Shared Fence line with adjoining houses.**  
**12) Buyer to confirm CC&Rs per neighborhood**  
**13/14) Heritage Lake Master Association, (800) 428-5588, Main Fee \$70.00 paid Monthly. Please see attached for HOA-related expenses provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information.**

- D. 1. The Seller certifies that the property, 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 property, 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.





Property Address: 28393 Spring Creek Way, Menifee, CA 92585 Date: 07/01/2022

**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 Megan Meyer Authorized Signer on the Behalf of Opendoor Property Trust I Date 07/01/2022

Seller \_\_\_\_\_ Date \_\_\_\_\_

**III. 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 PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:**

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Agent (Broker Representing Seller) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

**IV. 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 PROPERTY, STATES THE FOLLOWING:**

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

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

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

Seller Megan Meyer Authorized Signer on the Behalf of Opendoor Property Trust I Date 07/01/2022 Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

Agent (Broker Representing Seller) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE 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 REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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TDS REVISED 12/21 (PAGE 3 OF 3)

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)**

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CA





# SELLER PROPERTY QUESTIONNAIRE

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

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

**NOTE TO SELLER:** YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 28393 Spring Creek Way, Menifee, CA 92585, Assessor's Parcel No. 333-581-032, situated in Menifee - County of Riverside California ("Property").

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.  

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.  

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." There is no time limitation unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**  
Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller.....  Yes  No

**Note: If yes, provide any such documents in your possession to Buyer.**

Explanation:

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**  
A. Within the last 3 years, the death of an occupant of the Property upon the Property .....  Yes  No  
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .....  Yes  No  
C. The release of an illegal controlled substance on or beneath the Property .....  Yes  No  
D. Whether the Property is located in or adjacent to an "industrial use" zone .....  Yes  No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)  
E. Whether the Property is affected by a nuisance created by an "industrial use" zone .....  Yes  No  
F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) .....  Yes  No  
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision .....  Yes  No





Property Address: ---, -, -

28393 Spring Creek Way, Menifee, CA 92585

- H. Insurance claims affecting the Property within the past 5 years .....  Yes  No
- I. Matters affecting title of the Property .....  Yes  No
- J. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  Yes  No
- K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 .....  Yes  No

Explanation, or  (if checked) see attached; **K) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes**

**G) Property is part of HOA.**

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...**

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .....  Yes  No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .....  Yes  No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .....  Yes  No
- D. Any part of the Property being painted within the past 12 months .....  Yes  No
- E. Whether the Property was built before 1978 .....  Yes  No
  - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed .....  Yes  No
  - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule .....  Yes  No

Explanation: **D) Painted interior as needed.**

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**8. STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE OF...**

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances .....  Yes  No
- B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) .....  Yes  No
- C. An alternative septic system on or serving the Property .....  Yes  No

Explanation: **A) DETECTORS: Replaced smoke and Co2 detectors at unknown location(s).**

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...**

- Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs .....  Yes  No

Explanation: **Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property**

**10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...**

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property .....  Yes  No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property .....  Yes  No
- C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood .....  Yes  No

Explanation: \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**11. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...**

- A. Past or present pets on or in the Property .....  Yes  No
- B. Past or present problems with livestock, wildlife, insects or pests on or in the Property .....  Yes  No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .....  Yes  No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above .....  Yes  No

If so, when and by whom \_\_\_\_\_

Explanation: \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property



**12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** **ARE YOU (SELLER) AWARE OF...**

A. Surveys, easements, encroachments or boundary disputes .....  Yes  No

B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage .....  Yes  No

C. Use of any neighboring property by you .....  Yes  No

Explanation: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**13. LANDSCAPING, POOL AND SPA:** **ARE YOU (SELLER) AWARE OF...**

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property .....  Yes  No

B. Operational sprinklers on the Property .....  Yes  No  
 (a) If yes, are they  automatic or  manually operated.  
 (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ...  Yes  No

C. A pool heater on the Property .....  Yes  No  
 If yes, is it operational? ....  Yes  No

D. A spa heater on the Property .....  Yes  No  
 If yes, is it operational? ....  Yes  No

E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired .....  Yes  No

Explanation: \_\_\_\_\_  
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)** **ARE YOU (SELLER) AWARE OF...**

A. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property .....  Yes  No

B. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property .....  Yes  No

C. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement .....  Yes  No

Explanation: B) Contact HOA for specific guidelines and requirements.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**15. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:** **ARE YOU (SELLER) AWARE OF...**

A. Any other person or entity on title other than Seller(s) signing this form .....  Yes  No

B. Leases, options or claims affecting or relating to title or use of the Property .....  Yes  No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood .....  Yes  No

D. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ....  Yes  No

E. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property .....  Yes  No

F. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill .....  Yes  No

Explanation: \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

**16. NEIGHBORS/NEIGHBORHOOD:** **ARE YOU (SELLER) AWARE OF...**

A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife .....  Yes  No

B. Any past or present disputes or issues with a neighbor which could impact the use and enjoyment of the Property .....  Yes  No

Explanation: \_\_\_\_\_





17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ...
B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ...
C. Existing or contemplated building or use moratoria that apply to or could affect the Property ...
D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ...
E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ...
F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ...
G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. ...
H. Whether the Property is historically designated or falls within an existing or proposed Historic District ...
I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ...
J. Any differences between the name of the city in the postal/ mailing address and the city which has jurisdiction over the property ...

Explanation: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

17.D.) See NHD for details on Mello-Roos. Buyer to verify current assessments.

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ...
B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ...
C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ...

Explanation:

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property

19. (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller Megan Meyer Authorized Signer on Behalf Of Date 07/01/2022
Seller Opendoor Property Trust I Date

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer Date
Buyer Date

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FirstService Residential California  
15241 Laguna Canyon Road  
Irvine, CA 92618  
(800) 428-5588



## Memorandum

May 4, 2022

**Dear Hu Ding:**

**PLEASE ENSURE THAT ALL DOCUMENTS AND CLOSING FUNDS ARE REMITTED TO:**

**FirstService Residential California, LLC  
15241 Laguna Canyon Road  
Irvine, CA 92618**

\*Failure to send documents and closing funds to the above address may result in delayed processing.

Our website address is <https://fsresidential.com/california/home>

**We need your assistance when closing your file.**

Please make sure you are cutting checks to the proper entity. All co-mingled checks will be returned to title to be recut to the proper entity per our Statement of Account.

- When cutting your check to the management company for disclosure, please remember to use our new name, FirstService Residential California.
- When cutting your check for any balance due and/or association based charges, make your check payable to the Association.
- When collecting a buyer's pre-payment for association dues, please clarify what months you are collecting for.
- Please include a certified or recorded copy of the deed a long with separate checks for each file.
- If sending anything directly to an attorney or collections company, please include a copy of sent items along with your closing documentation to us.
- Please provide the seller's forwarding address in the closing documents remitted to FirstService Residential.

Thank you in advance for your cooperation. If you have any questions please call us at (800) 428-5588.

Sincerely,

FirstService Residential California





FirstService Residential California  
 15241 Laguna Canyon Road  
 Irvine, CA 92618  
 (800) 428-5588



# Billing Disclosure Form

# CA-B63873

Provided as required by Section 4525\*

**THIS IS NOT AN INVOICE:** This form is being provided as required by California Civil Code §4530 and is not intended to be utilized as a total amount due on any specific resale transaction.

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

**Account Information:**

Association: Heritage Lake  
 Property Address: 28393 Spring Creek Way  
 Menifee, CA 92585  
 Owner of Property: [REDACTED]  
 Owner's Mailing Address: 28393 Spring Creek Way, Menifee, CA 92585

**Provider of §4525 Items:**

Print Name: Sandee Schreiber  
 Position/Title: Association Disclosure Specialist  
 Date Completed: May 04, 2022

**Not Available(N/A),  
 Not Applicable(N/App),  
 OR Directly Provided by  
 Seller and confirmed in  
 writing by Seller as a**

Document	Civil Code Section	Fee For Document	current document (DP)
Articles of incorporation or statement that not incorporation	Section 4525(a)(1)	\$48.00	
CC&Rs	Section 4525(a)(1)	\$55.00	
Bylaws	Section 4525(a)(1)	\$48.00	
Operating Rules	Section 4525(a)(1)	\$34.00	
Age restrictions, if any	Section 4525(a)(2)	\$0 (Included in CC&Rs)	
Rental restrictions, if any	Sections 4525(a)(9)	\$0 (Included in CC&Rs)	
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	\$48.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	\$0 (Included in Budget)	
Financial statement review	Sections 5305 and 4525(a)(3)	\$48.00	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	\$0 (Included in Budget)	
Insurance summary	Sections 5300 and 4525(a)(3)	\$0 (Included in Budget)	
Regular assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Special assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Emergency assessment	Section 4525(a)(4)	\$0 (Included in Statement)	
Other unpaid obligations of the seller	Sections 5675 and 4525(a)(4)	\$0 (Included in Statement)	
Approved changes to assessments	Sections 5300 and 4525(a)(4),(8)	\$0 (Included in Budget)	
Settlement notice regarding common area defects	Sections 4525(a)(6), (7) and 6100	See disclosure if applicable	
Preliminary list of defects	Section 4525(a)(6), 6000 and 6100	See disclosure if applicable	
Notice(s) of violation	Sections 5855 and 4525(a)(5)	\$0 (Included in Statement)	
Required statement of fees	Section 4525	\$0 (Included in Statement)	
Minutes of regular meetings of the board of directors conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$97.00	
<b>TOTAL FEES for these documents:</b>		<b>\$378.00</b>	<b>DO NOT PAY</b>

\*The information provided in this form may not include all fees that may be imposed before the close of the escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. Please visit [www.fsresidential.com/california](http://www.fsresidential.com/california), click Order Documents & Certifications in the upper left-hand corner, and follow the instructions to download a full list of fees and services.



FirstService Residential California  
 15241 Laguna Canyon Road  
 Irvine, CA 92618  
 (800) 428-5588



# Resale Statement of Account

**CA-B63873**

Heritage Lake Master Association  
 This statement has been prepared on May 4, 2022  
 On behalf of [REDACTED] owner(s) of  
 28393 Spring Creek Way, Menifee, CA 92585  
 Purchaser(s) is/are Tbd

**THIS RESALE STATEMENT OF ACCOUNT REPLACES THE RESALE STATEMENT OF ACCOUNT PREVIOUSLY PROVIDED. PLEASE DISREGARD THE PREVIOUSLY RECEIVED STATEMENT AND UTILIZE THIS COPY FOR CLOSING.**

## Insurance Information

For all insurance information please contact:  
 Name: **LaBarre/Oksnee Insurance**  
 Phone Number: **949-588-0711**

## Fees due from Seller

**Please send one check for the following amounts/sums due payable to: Heritage Lake Master Association, 15241 Laguna Canyon Road.**

**Balance due for account number HLAk-HELAK-1230-03 through 05/04/2022: \$140.00**

The amount above is the balance for the account as of the above date. Late fees, additional assessments and other charges will be added as they occur. *FirstService Residential California* offers (1) free update(s) within 30 days, any subsequent updates are charged \$106 per request. Verbal updates are not provided. The requester is responsible for obtaining an update for the account (7) days prior to closing.

*Please note: No credits will be issued by FirstService Residential California. Any adjustment to the maintenance account must be made between the buyer and seller at closing.*

## Fees due from Buyer

**Please send one check for the following amounts/sums due payable to: Heritage Lake Master Association, 15241 Laguna Canyon Road.**

**First Monthly ASSESSMENT: \$70.00**



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 15241 Laguna Canyon Road  
 Irvine, CA 92618  
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## Resale Statement of Account (continued)

CA-B63873

Heritage Lake Master Association  
 This statement has been prepared on May 4, 2022  
 On behalf of [REDACTED] owner(s) of  
 28393 Spring Creek Way, Menifee, CA 92585  
 Purchaser(s) is/are Tbd

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### Fees due for Resale Statement of Account

Please send a SEPARATE check for all of the foregoing amounts/sums due to: FirstService Residential California, 15241 Laguna Canyon Road.

The following is a statement including the disclosure fee due for the preparation of this certificate and any subsequent documentation.

Standard (6-10 days) Statement of Account Transfer Processing Fee	\$430.00
Annual Budget Package	\$48.00
Articles of Incorporation	\$48.00
ByLaws	\$48.00
CC&Rs	\$55.00
Certificate of Insurance (Association)	\$48.00
Litigation Disclosure / Letter	\$48.00
Operating Rules / Association Policies	\$34.00

**Total Resale Statement of Account Fees Due: \$759.00**

### Requester Information

Requested By: Hu Ding  
 Company: IH Closing Services  
 Address: 340 S LEMON AVE #2690  
 walnut, CA 30263  
 Phone #: 4152362577  
 Email: contactus@ihclosing.com  
 Escrow #: 114360085181

### Assessment Information

The following is a statement as to the amount of Heritage Lake Master Association's current regular assessments, special assessments, and any other fees or charges currently imposed by the Association and payable by unit owner(s).

ASSESSMENT: **\$70.00 due Monthly on the 1st day of the payment period**  
 Late Fee: **Any assessment received 15 days after the due date will be assessed a late fee of \$10.00 or 10%, whichever is greater. At 31 days, an additional 1% of the total assessment amount will be assessed.**





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## Resale Statement of Account (continued)

CA-B63873

Heritage Lake Master Association  
This statement has been prepared on May 4, 2022  
On behalf of [REDACTED] owner(s) of  
28393 Spring Creek Way, Menifee, CA 92585  
Purchaser(s) is/are Tbd

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### Violation Information

The records of Heritage Lake Master Association reflect the following alleged violation(s) of the governing documents that remains unresolved at the time of the request:

**There are none known at this time.**

This statement by the Association does not relieve the Buyer of the property from the obligation to disclose alterations or improvements to the property which violate the declaration or which may not have been approved, nor does it preclude the Association from taking action against the purchaser of the property for violations existing at the time purchase. There may be other items that have not been noted on this statement as it relates to landscaping or architectural improvements that may or may not be approved by the Association at the time of receipt of this notice. California Civil Code §4525 Section (5) read in part; "The notice shall not be deemed a waiver of the association's right to enforce the governing documents against the owner or the prospective purchaser of the separate interest with respect to any violation."

If you have any questions regarding violations, please contact the Community Manager, FirstService Residential Kelly Hurtado, CMCA, at For Emergency Only: General Manager's : 951-246-7678.



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## Resale Statement of Account (continued)

CA-B63873

Heritage Lake Master Association  
This statement has been prepared on May 4, 2022  
On behalf of [REDACTED] owner(s) of  
28393 Spring Creek Way, Menifee, CA 92585  
Purchaser(s) is/are Tbd

**THIS RESALE STATEMENT OF ACCOUNT REPLACES THE RESALE STATEMENT OF ACCOUNT PREVIOUSLY PROVIDED. PLEASE DISREGARD THE PREVIOUSLY RECEIVED STATEMENT AND UTILIZE THIS COPY FOR CLOSING.**

### Litigation Information

This notice confirms that FirstService Residential California has not been advised by the above named association that the association is aware of or has been served with any pending litigation against the association. This is also to advise you that FirstService Residential California has not undertaken any independent search as to whether there is any pending litigation against the association.

This disclosure is meant to provide notice of material litigation matters of the Association that it is aware of as of the date of this disclosure, and this disclosure does not include any matter that might be pending in Small Claims Court.

**The proceeding is not intended to suggest that there is or is not active or pending litigation within the association.**

*You are advised that there are often delays in the preparation of litigation disclosures by associations. They arise due to the delay that occurs from the time a lawsuit is filed against an association until the time it is served on the association, and until a written litigation disclosure is prepared by legal counsel representing an association, and thereafter is made available by an association's board of directors. Once a disclosure on a case is prepared, it is to be regarded as a general notice of certain non-confidential and non-privileged matters in connection with the disclosed litigation as of the date that such disclosure was prepared. In addition, such a disclosure is not an exhaustive discussion of the facts of a case nor is it a prediction of the outcome of it, or an analysis of the financial effect it might have on the association. Therefore should you desire more information about any case, or want to know whether cases that may not as yet be the subject of a written disclosure to members and prospective buyers have been filed against the association, all of the pleadings of a case are public records, and unless sealed by an order of the Court, the file may be viewed and copies may be obtained from the office of the Clerk of the Court in the County where the association is located, which is the County where a lawsuit against an association is usually filed.*



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## Resale Statement of Account (continued)

CA-B63873

Heritage Lake Master Association  
This statement has been prepared on May 4, 2022  
On behalf of [REDACTED] owner(s) of  
28393 Spring Creek Way, Menifee, CA 92585  
Purchaser(s) is/are Tbd

**THIS RESALE STATEMENT OF ACCOUNT REPLACES THE RESALE STATEMENT OF ACCOUNT PREVIOUSLY PROVIDED. PLEASE DISREGARD THE PREVIOUSLY RECEIVED STATEMENT AND UTILIZE THIS COPY FOR CLOSING.**

### Disclosure to Seller and Buyer

1. FirstService Residential California is the Property Management Company for Heritage Lake Master Association.
2. Homeowner assessments are due in advance on the 1st day of each month. A statement will be sent to the buyer's mailing address, as a courtesy, within 30 days from the notification of close of escrow ("COE") to FirstService Residential California. Should buyer not receive a billing within 30 days of COE, Buyer is to send 1 month's dues payment to the Association along with a copy of this form. The assessment payment due-date is established by the Association (generally the 15th or 30th day of each month), and any payments received after the due date may be subject to a late charge.
3. Association assessments are an assessment ON PROPERTY. California Law provides the Association with the right to lien and foreclose ON YOUR PROPERTY due to nonpayment of assessments.
4. California Civil Code §4525 requires that the Seller of real property within an Association / Common Interest Development provide to a Buyer certain items. The Seller may request the Homeowners Association to provide the Buyer the items and the Association may charge a reasonable fee for this service. These fees, in addition to other fees charged by the Association, are set forth in this Statement of Account.
5. This Statement of Account documents the referenced account as of the date of issuance. Payments and charges are posted to accounts daily. **Escrow, FirstService Residential California offers (1) free update(s) within 30 days, any subsequent updates are charged \$106 per request. Verbal updates are not provided. The requester is responsible for obtaining an update for the account at least (2) days prior to closing.**
6. Upon closing, Escrow is responsible for collecting all amounts shown on this Statement of Account; no refunds will be issued for any Homeowners Association documents requested by Escrow.
7. Should this escrow transaction cancel or not close: a) All amounts shown on this Statement of Account remain payable by the Seller. Entering into an escrow does not suspend the responsibility to pay the Association assessment; b) in the event this escrow transaction cancels, Escrow is responsible for collecting and remitting the cancellation fee of \$75.00. If this fee is not collected, the charge will remain on the Seller's account until paid.
8. Sellers who pay their assessments via ACH can cancel their recurring payment in advance of the closing by going to [FSResidential.com/California](https://FSResidential.com/California), selecting "Make a Payment", and logging into their account to terminate their ACH payment setup. The seller's ACH payment will be automatically terminated once the buyer's account is set up in our software system.





FirstService Residential California  
 15241 Laguna Canyon Road  
 Irvine, CA 92618  
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# Resale Statement of Account

**CA-B63873**

Property Address: **28393 Spring Creek Way, Menifee, CA 92585**  
 Association: **Heritage Lake Master Association**

## Transaction History

Date	Type	Description	Amount	Balance
03/25/22	Payment	CLICKPAY ACH 17606887	(\$70.00)	\$0.00
04/01/22	Charge	ASSESSMENT	\$70.00	\$70.00
05/01/22	Charge	ASSESSMENT	\$70.00	\$140.00
	<b>Balance</b>			<b>\$140.00</b>

NOT VALID FOR CLOSING



FirstService Residential California  
 15241 Laguna Canyon Road  
 Irvine, CA 92618  
 (800) 428-5588



## Return Form

CA-B63873

**ATTENTION ESCROW:**

To assist in refunding any credit balance due to the seller it is imperative that you provide the seller's forwarding address in the closing documents remitted to FirstService Residential. You can utilize the below return form or remit the information in a closing letter from your office.

Failing to provide the seller's forwarding address may result in the seller's credit balance being forwarded to your office for disposition to the seller.

**Seller**, please provide the following information:

Forwarding Address: \_\_\_\_\_

**Escrow**, please provide the following information:

The property will  will not  be occupied by the owners(s). Property will be occupied as of \_\_\_\_\_

All billings, correspondence for new owners, after COE should be mailed to Buyer's at:

\_\_\_\_\_

List all new owners on title for said property: \_\_\_\_\_

\_\_\_\_\_

**The undersigned hereby acknowledge the receipt of this document which specifies the fees due for the Resale Statement of Account, each understands its responsibilities as set forth herein, and each authorizes the Escrow Agent to pay to the Association and FirstService Residential California, the charges set forth, respectively, as currently shown or as may be amended before the Close of Escrow.**

\_\_\_\_\_  
 Seller's Signature Date

\_\_\_\_\_  
 Buyer's Signature Date

\_\_\_\_\_  
 Name (print or type)

\_\_\_\_\_  
 Name (print or type)

\_\_\_\_\_  
 Seller's Signature Date

\_\_\_\_\_  
 Buyer's Signature Date

\_\_\_\_\_  
 Name (print or type)

\_\_\_\_\_  
 Name (print or type)

**Please forward this statement signed by all parties, escrow's closing statement(s), fees and sums due to:**

FirstService Residential California, LLC  
 15241 Laguna Canyon Road Irvine, CA 92618