

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE § 1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/23)

This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for all units (or _____only unit(s) _____). THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF ______

 Wildomar
 , COUNTY OF
 Riverside
 , STATE OF
 CALIFORNIA,

 DESCRIBED AS
 24833 Butterchurn Rd, Wildomar, CA 92595

THIS STATEMENT A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY COMPLIANCE W H § 1102 OF THE CIVIL CODE AS OF (DATE) 07/11/2024 . NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) THIS TRANSACTION, AND NOT A SUB ITUTE FOR ANY INSPECTIONS OR WARRANTIES HE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATIO W HOTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure State ent is ade pursuant § 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 hat ay include airp annoyances, earthquake, fire, flood, special assess ent infor ation, have or will be ade in connection with this real estate transfer, and are intended satisfy the disclosure bligations on this form, where the subject atter is the same:

Inspection reports completed pursuant the contract of sale receipt for deposit.

Additional inspection reports disclosures: Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.

No substituted disclosures for this transfer.

II. SELLER'S INFORMATIO

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers ay rely on his info ation in deciding whether and on what erms to urchase he subjec er . Seller hereby authorizes any agent(s) ep esenting any principal(s) in his transaction provide a co of this statement any erson entity in connection with any actual anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIO OF THE AGENT(S), IF ANY. THIS INFORMATIO A DISCLOSURE AND NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER. Seller is in its in to accupying the property.

A. The subject property has the items checked below:*

| Range | | Wall/Window Air Conditioning | Pool: |
|----------------------------|--|--|--|
| Oven |] | X Sprinklers | Child Resistant Barrier |
| | Buyer is aware that the | X Public Sewer System | Pool/Spa Heater: |
| | security system does not convey with sale of the | Septic Tank | Gas Solar Electric |
| Trash Co pactor | home. Electronic | Sum Pu | Water Heater: |
| | Locksets, Kwikset 914 (or similar, present and in | Water Softener | Gas Solar Electric |
| X Washer/Drver Hookups | place) will be removed | X Patio/Decking | Water Supply: |
| | and replaced with a standard lock prior to the | Built-in Barbecue | X City Well |
| Burglar Alarms | close of escrow. | Gazebo | Private Utility |
| Carbon Monoxide Devic | e(s) | Security Gate(s) | Other The Farm Mutual Water Company |
| Smoke Detector(s) | | Garage: | Gas Supply: |
| Fire Alarm | | Attached Not Attached | X Utilit Bottled (Tank) |
| TV Antenna | | Carport | Window Screens |
| Satellite Dish | | Automatic Garage D r Opener(s) | Window Security Bars |
| Intercom | | Number Remote Controls | Quick Release Mechanis on |
| X Central Heating | | Sauna | Bedroom Windows |
| X Central Air Conditioning | | Hot Tub/Spa: | Water-Conserving Plumbing Fixtures |
| Evaporato Cooler(s) | | Locking Safety Cover | |
| Exhaust Fan(s) in | 2 | 20 Volt Wiring in | Fireplace(s) in Living room |
| Gas Starter | | Tile | Age: 24 years (approx.) |
| | | dge, any of the above that are not in operative (y): List of items in the home may not be complete. Any items re | ating condition? Yes/ No. If yes, then |

(*see note on page 2) © 2023, California Association of REALTORS®, Inc. REVISED 6/23 (PAGE 1 OF 3) Buyer's Initials ____ / ___ Seller's Initials \mathcal{MM} / ___ REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

 Opendoor Brokerage Inc., 303 2nd St STE 600 South Tower San Francisco CA 94107
 Phone: 4807799000
 Fax: www.lwolf.co.

 Mark Biggins
 Produced with Lone Wolf Transactions (zipF
 Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
 www.lwolf.co.

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

| Prop | erty Address: | 24833 Butterchurn Rd, Wildomar, CA 92595 | Date: | 07/11/2024 |
|-------|--------------------|---|------------------|---------------------|
| | <i>,</i> , | er) aware of any significant defects/malfunctions in any of the following? 🗌 Yes/ | No. If yes | , check appropriate |
| | space(s) below | V. | | |
| | | lls □ Ceilings □ Floors □ Exterior Walls □ Insulation □ Roof(s) □ Windows □ D | | |
| | Driveways | Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics | Other Stru | uctural Co ponents |
| (Des | scribe: Seller has | never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating | to this property | |
| · | | | |) |
| If an | ny fthe ab ve | is checked, explain. (Attach additional sheets if necessary.): | | |
| | | | | |

*Installation of a listed appliance, device, amenity is not a precondition of sale ransfer f the dwelling. The carbon onoxide device, garage door opener, or child-resistant pool barrier ay not be in compliance with the safety standards relating to, respectively, carbon onoxide device standards of Chapter 8 (co encing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars ay not have quick-release echanis s in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of he Civil Code equires all single-family residences built on before January 1, 1994, to be equipped with water-conserving plumbing fixtures as a condition of final app oval. Fixtures in his dwelling ay no co ply with § 1101.4 of the Civil Code.

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

| | , jou (conci) analo ol ally c | i ale leneting. | | | | |
|--------------------|--|---------------------------|----------------------------------|--|---|----------------|
| 1. | Substances, aterials, | | | | | |
| | formaldehyde, radon gas, | lead-based paint, old, | fuel chemical stor | age tanks, and contamir | nated soil water | r |
| | on the subject property | | | | | Yes 🔳 No |
| 2. | Features of the property sl | | | | | |
| | whose use responsibilit | | | | | Yes No |
| 3. | Any encroachments, ease | | | | | Yes No |
| 4. | Room additions, structural | | | ade without necessar | | Yes No |
| 5. | Room additions, structural | | | not in compliance with b | | ☐ Yes ■ No |
| 6. | Fill (compacted otherwise | , | • | | • | ☐ Yes ■ No |
| 7. | Any settling from any caus | | | | | |
| 8. | Flooding, drainage or grad | | • | | | |
| 9. | Major damage the prop | | | | | |
| | Any zoning violations, non | | | | | |
| | | • | | | | |
| | CC&R's other deed rest | | | | | Yes No |
| | Ho eowners' Association | 0 | | | | |
| | Any "common area" (facilit | | | | | |
| | interest with others) | | | | | Yes No |
| 15. | Any notices of abatement | | | | | Yes No |
| | Any lawsuits by o against | | | | | |
| | pursuant § 910 or 914 | threatening to or affect | ting this real property | y, claims for breach of v | warranty pursuan | |
| | § 900 threatening to or | affecting this real prope | erty, or claims for bre | ach of an enhanced pro | tection agreement | t |
| | | | | ding any lawsuits or cla | | 2 |
| | pursuant § 910 or 914 all | | | | | |
| | as ools, ennis courts, wa | kways, ther areas c | b- whed in undivided | interest with hers) | • | . Yes No |
| If the ar | , <u>,</u> | explain. (Attach additio | | | | |
| Seller has | never occupied this property. Seller enco | | ections performed and verify a | | | |
| | 2) Shared Fence line with adj | v | | , , | firm CC&Rs per nei | • |
| 1 <u>3/14)</u> Far | m Property Owners Associatio | | | 00 paid monthly. Please see uraged to contact HOA for (| | |
| | | | | | | |
| Ľ | The seller certifies that th Code by having operable s | | | | | |
| | regulations and applicable | | are approved, listed, | | ice with he state | |
| 2. | The Seller certifies that the | | e fescrow, will be ir | n co pliance with § 1921 | 1 of the Health ar | nd Safety Code |
| | b having the water heater | tank(s) braced, ancho | ed, strapped in pla | ace in accordance with a | pplicable law. | |
| | certifies that the information | on herein is true and c | orrect to the best o | f the Seller's knowledg | e as of the date | signed by the |
| Seller. | Megan Meyer | Authorized Signer on Be | nait of door Property Trust I | - | ate 07/11/2 | 2024 |
| Seller | Megun Meger | Open | uoor Property Trust I | U | ate07/11/2 | .024 |
| Seller | 0 0 | | | ח | ate | |
| 50101 | | | | 0 | | ^ |
| | | | | | 11 11 | |
| RE | EVISED 6/23 (PAGE 2 OF 3 |) Buyer's Initials | / | Seller's Initials | | EQUAL HOUSING |
| | REAL EST | ATE TRANSFER DI | SCLOSURE STAT | EMENT (TDS PAGE | | UNPORTUNITY |
| | | | | 2200, Dallas, TX 75201 www.lwo | | |

| Property Address: | 24833 Butterchurn Rd, Wildoma | r, CA 92595 | :07/11/2024 |
|---|--|---|---|
| | III. AGENT'S INSPE | CTION DISCLOSURE | |
| (To be co | mpleted only if the Seller is rep | presented by an agent in this transa | action.) |
| THE UNDERSIGNED, BASE | D ON THE ABOVE INQUIR | RY OF THE SELLER(S) AS TO T | THE CONDITION OF THE |
| | | PETENT AND DILIGEN VISUA | |
| ACCESSIBLE AREAS OF | IE PROPERTY CONJUNC | TION W H THAT INQUIRY, STA | FES THE FOLLOW G: |
| | spection Disclosure (AVID For) | 2 | |
| Agent notes no items for disc Agent notes the following iter | | | |
| Agent notes the following iter | lis | | |
| | | | |
| Agent (Broker Representing Selle | er) Opendoor Brokerage Inc | By Babriel Valdez | Date 07/11/2024 |
| | (Please Print) | (Associate Licensee or Broker Sig | |
| | IV. AGENT'S INSPE | CTION DISCLOSURE | |
| (To be complete | | btained the offer is other than the a | gent above.) |
| | | MPETENT AND DILIGEN VISU | AL PECTION OF THE |
| ACCESSIBLE AREAS OF | IE PROPERTY, STATES THE | FOLLOW G: | |
| | spection Disclosure (AVID For) | ; | |
| Agent notes no items for disc | | | |
| | ms: | | |
| | | | |
| | | | |
| Agent (Broker Obtaining the Offer | .) | By (Associate Licensee or Broker Sig | Date |
| | | | |
| | | PROFESSIONAL ADVICE AND/C | |
| | | E PROVISIONS IN A CONTRACT | BETWEEN BUYER AND |
| ., | ECT TO ANY ADVICE/INSPE | | |
| I/WE ACKNOWLEDGE RECE | IPT OF A COPY OF THIS ST uthorized Signer on Behalf of | ATEMENT. | |
| Seller <u>Megan Meyer</u> | Opendoor Date 07/11/2024 Property | Buyer | Date |
| Seller | Trust I Date | Buyer | Date |
| | Opendoor Brokerage Inc. | ByBabriel Valdez | |
| Agent (Broker Representing Seller) | (Please Print) | By Jabriel Valdel (Associate Licensee or Broker Sign | Date 07/11/2024 |
| | (Fieldoe Finity | | |
| Agent (Broker Obtaining the Offer) | | By | Date |
| | (Please Print) | (Associate Licensee or Broker Sign | ature) |
| | | | |
| | | ITH THE RIGHT TO RESCIND A | |
| | | OF THIS DISCLOSURE IF DELIVE | |
| | | TO RESCIND THE CONTRACT, | YOU MUST ACT W H |
| HE PRESCRIBED PERIOD. A REAL ESTATE BROKER | | E ON REAL ESTATE. IF YOU | DESIRE LEGAL ADVICE. |
| CONSULT YOUR ATTORNE | | E ON REAL ESTATE. IF TOU | DESIRE LEGAL ADVICE, |
| | | | |
| | | | |
| | | | |
| © 2023 California Association of REALTO |) RS® Inc. United States convright law (Ti | itle 17 U.S. Code) forbids the unauthorized distri | bution display and reproduction of this |
| form, any portion thereof, by photoco | py achine any other eans, includin | ng facsimile or computerized formats. THIS FOI | RM HAS BEEN APPROVED BY THE |
| | | S MADE AS TO THE LEGAL VALIDITY OR ACC ED TO ADVISE ON REAL ESTATE TRANSACTION | |
| ADVICE, CONSULT AN APPROPRIATE | PROFESSIONAL. This for is ade av | vailable real estate professionals through an EALTOR®. REALTOR® is a registered collective | agreement with purchase from the |
| | IS NOT INTENDED IDENTITY THE USER AS A RECIPICITY OF REALTORS® who subscribe | | empersnip an which ay be used |
| Published and Distributed b : | | | |
| REAL ESTATE BUSINESS SERV a subsidiary of the CALIFORNIA A | | | |
| s c 525 South Virgil Avenue, Los Ang | | | EQUAL HOUSING |

EQUAL HOUSING OPPORTUNITY

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

 Produced with Lone Wolf Transactions (zipF
 Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
 www.lwolf.co.

REVISED 6/23 (PAGE 3 OF 3)



SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 12/23)

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

| | 24833 Butterchurn Rd, Wildomar, CA 92595 | , Assessor's Parcel | No. 362-660-002 , |
|-------------|--|---------------------|------------------------------|
| situated in | Wildomar | , County of Rivers | ide California ("Property"). |
| | | | |

This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or only unit(s)

- 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 transactions. If Seller or Buyer desires legal advice, they should consult an attorney.
 - Note to Seller, PURPOSE: To tell the Buyer about <u>known material or significant items</u> 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." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented 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 ...

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

| 6. | STA | ATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: | ARE YOU (SELLER |) AWA | RE OF |
|-------|--------|---|--------------------------|----------|------------------------------|
| | Α. | Within the last 3 years, the death of an occupant of the Property upon the Property | | Ye | s 🔳 No |
| | | (Note to seller: The manner of death may be a material fact to the Buyer, and should be c AIDS.) | lisclosed, except for a | a death | by HIV/ |
| | В. | An Order from a government health official identifying the Property as being contaminated b | | | |
| | | methamphetamine. (If yes, attach a copy of the Order.) | | Ye | s X No s X No |
| | C. | The release of an illegal controlled substance on or beneath the Property | | Ye | s 🗴 No |
| | D. | Whether the Property is located in or adjacent to an "industrial use" zone | | Ye | |
| | | (In general, a zone or district allowing manufacturing, commercial or airport uses.) | | _ | _ |
| | | Whether the Property is affected by a nuisance created by an "industrial use" zone | | Ye | s 🗴 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 exp | olosive | — | |
| | _ | munitions.) | | Ye | s 🗴 No |
| | G. | Whether the Property is a condominium or located in a planned unit development or other | | | |
| | | common interest subdivision | | Ye | s 📋 No |
| © 202 | 23, Ca | alifornia Association of REALTORS®, Inc. | 11 11 | | \wedge |
| SPG | RE | VISED 12/23 (PAGE 1 OF 4) Buyer's Initials/ Seller's Initials | als $\underline{MM}_{/}$ | | 121 |
| | | SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF | 4) | - | EQUAL HOUSING OPPORTUNITY |
| | | okerage Inc., 303 2nd St STE 600 South Tower San Francisco, CA 94107 Phone: 4807799000 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 7520 | Fax: 1 www.lwolf.com | | |
| Mark | ыggin | s Produced with Lone wont Hansactions (ZipPoInt Edition) / // N Matwood St, Suite 2200, Dalias, 1A 7520 | www.iwoii.com | | |

| Pro | erty Address: 24833 Butterchurn Rd, Wildomar, CA 92595 | |
|-----|--|--|
| | H. Insurance claims affecting the Property within the past 5 years Yes Matters affecting title of the Property Yes J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes Explanation, or [] (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per location | X No No No |
| - | G. Property is part of HOA. | |
| 7. | REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Image: Compose of the Property done for the purpose of energy or water efficiency improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Image: Compose of energy or water efficiency improvement or renewable energy? C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Image: Yes [Image: Yes | No No No No No |
| | (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) 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. Interior and exterior painting done for the property. 7A. See attached renovation summary 7B. Owned solar panels present in the property, buyer should have their own inspection. Application: | |
| 8. | STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plur (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gu chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, wind walls, ceilings, floors or appliances B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, system, or propane tank(s) Yes C. An alternative septic system on or serving the Property Yes Yes D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) Yes Yes (1) If Yes to D, has the ADU received a permit or other government approval Yes No (2) If Yes to D, are there separate utilities and meters for the ADU Yes No Explanation: 8A. Installed new carpet at all previously carpeted locations. No | mbing utters, dows, No alarm x No x No |
| 9. | DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insu private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs | rer or flood, |
| 10. | ARE YOU (SELLER) AWARE A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appli pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, affecting the Property | ance, on or ∎ No ≰ No |
| 11. | PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE A. Past or present pets on or in the Property Yes B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes If so, when and by whom | No X No |
| | Explanation: | |
| SP | REVISED 12/23 (PAGE 2 OF 4) Buyer's Initials Seller's Initials Seller's Initials | |

| Pro | perty | Address: | 24833 Butterchurn Rd, Wildoma | r, CA 92595 | | | | |
|-----|----------|------------------------|--|---|---------------------------|--------------|-------|----------|
| 12. | во | UNDARIES, ACCESS | AND PROPERTY USE BY | OTHERS: | ARE YOU (SELLER) | AWAF | ΕO | F |
| | Α. | Surveys, easements | , encroachments or boundar | y disputes | | Yes | | No |
| | В. | | | y anyone other than you, with or withou | | | | |
| | | | | iveways or other forms of ingress or eq | | | | |
| | _ | | | | | Yes | x | No |
| | | | | | | Yes | X | No |
| | Exp | lanation: | | | | | | |
| 12 | | NDSCAPING, POOL | | | ARE YOU (SELLER) | A\A/AE | | _ |
| 13. | | Diseases or infestati | and SFA. | vegetation on or near the Property | ARE TOO (SELLER) | | | Г |
| | R. | Operational sprinkler | s on the Property | vegetation on of hear the Property | | V Ves | Ĥ | No |
| | Ь. | | automatic or manually of | | ····· [| N 103 | | 110 |
| | | (2) If yes are there | any areas with trees plants | or vegetation not covered by the sprinkl | er system | Yes | Y | No |
| | C. | | | | | | | |
| | | | | | | Yes | | No |
| | D. | | | | | Yes | x | No |
| | | | | | | Yes | П | No |
| | Ε. | | | other problems with the sprinklers, pool | | | | age |
| | | or other water-relate | d decor including any ancill | ary equipment, including pumps, filters, | , heaters and cleaning sy | /stems, | eve | n if |
| | | repaired | | | | | | |
| | Exp | lanation: | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| 14. | CO | NDOMINIUMS, COMI | NON INTEREST DEVELOP | MENTS AND OTHER SUBDIVISIONS: | ARE YOU (SELLER) | A \A/A F | | - |
| | ^ | Droporty boing a con | dominium or located in a pla | nned unit development or other commo | | | | |
| | | | | any authority over the subject property | | | | No |
| | | | | ess centers, walkways, conference room | | | | |
| | 0. | | | ss centers, waikways, conference room | | | | No |
| | р | | | | | | | No |
| | | | | al assessments, rules changes, insurar | | | | |
| | | | | wner Association or Architectural Comm | | | | |
| | | - | - | | | Yes | X | No |
| | F. | CC&R's or other dee | d restrictions or obligations | or any HOA Committee that has authori | ty over improvements ma | de on c | or to | the |
| | | | | - | | Yes | | No |
| | | | | the Property inconsistent with any decla | | | | |
| | | restrictions or H | OA Committee requirement | | Yes 📕 No | | | |
| | | (2) If Yes to F, any i | mprovements made on or to | the Property without the required appro- | val of an HOA | | | |
| | _ | | | | | | | |
| | Exp | | | D) Buyer to confirm CC&Rs per neighborhoo | DC | | | |
| | | F.) Contact HOA for s | specific guidelines and requirem | ents. | | | | |
| 15 | тіт | | ENS, AND LEGAL CLAIMS | ı | ARE YOU (SELLER) | AWAF | E O | F |
| | A. | Other than the Seller | signing this form any other | person or entity with an ownership inter | rest | Ves | Ţ | No |
| | В. | Leases, options or cl | aims affecting or relating to | itle or use of the Property | | Yes | x | No |
| | C. | Past, present, pend | ing or threatened lawsuits | settlements, mediations, arbitrations, | tax liens, mechanics' li | ens, n | otice | of |
| | | | | ernment hearings affecting or relating to | | | | |
| | | | | | | | | |
| | D. | | | h adjoining landowners, such as walls | | | | |
| | | | | t on the subject property | | | | |
| | Е. | | | utes, or similar matters that may affect | | | | |
| | | | | | | | | |
| | F. | | | he Property, in favor of private parties, | | | | |
| | _ | | | | | | | |
| | G. | | | ner lien on your Property securing a loa | | | | |
| | | | | epair of the Property | | | | |
| | н. | | | nent, improvement, remodel or material | | | | |
| | - | | roperty tax bill red Fence line with adjoining ho | | | Yes | X | INO |
| | ⊨хр | lanation: D.Sha | red Ferice line with adjoining ho | ISES. | | | | |
| | | | | | | | | |
| | | | | | | | | |

SPQ REVISED 12/23 (PAGE 3 OF 4) Buyer's Initials _____/

Seller's Initials <u>MM</u> / ____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Property Address: 24833 Butterchurn Rd, Wildomar, CA 92595

ARE YOU (SELLER) AWARE OF ...

| 16. | NE | GHBORS/NEIGHBORHOOD: ARE YOU (SELLER) AWARE OF |
|-----|-----|---|
| | Α. | 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 |
| | В. | Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property |
| | | |
| | Exp | lanation: |

| 7. | GO | VERNMENTAL: ARE YOU (SELLER) AWARE OF. |
|----|-----|--|
| | | Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to could affect the Property |
| | В. | 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 Propert |
| | Е. | Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadway 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 |
| | ~ | \square Yes x No |
| | | Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property |
| | Н. | 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 prohibition 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 propert |
| | | · ∏ Yes ■ No |
| | Exp | planation: 17-D) See NHD for details on Mello-Roos. Buyer to verify current assessments |

| 18. | ОТ | HER: ARE YOU (SELLER) AWARE OF |
|-----|-----|---|
| | Α. | Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present 🗌 Yes 🔳 No |
| | В. | Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due |
| | | to, cannabis cultivation or growth Yes X No |
| | C. | to, cannabis cultivation or growth Yes X No Whether the Property was originally constructed as a Manufactured or Mobile home |
| | D. | Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise |
| | | disclosed to Buyer Yes X No |
| | Exp | planation: |

19. I (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. Authorized Signer on Behalf of

| Seller | Megan Meyer | Opendoor Property Trust I | Date | 07/11/2024 | |
|--------|-------------|---------------------------|------|------------|--|
| Seller | 0 0 | | 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 |
| © 2023 | California Association of REALTORS® Inc. United States convright law (Title 17 U.S. Code) forbids the unauthorized distribution | display and reproduction of this form |

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020 R L E L B C

SPQ REVISED 12/23 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM

(C.A.R. Form FHDS, Revised 6/22)

| This is a c | ("Agreement"), | | |
|-------------|---------------------------|--|---------------------------|
| dated | , on property known as | 24833 Butterchurn Rd, Wildomar, CA 92595 | ("Property"), |
| in which | | | is referred to as Buyer, |
| and | Opendoor Property Trust I | | is referred to as Seller. |

- 1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs.
 - A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B.
 - B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED.
 - C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on CalFire's website at https://www.fire.ca.gov/dspace/.
- 2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met):
 - A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP:///WWW.READYFORWILDFIRE.ORG".
 - B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers...

| | Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are | | | |
|-----|---|----|------------|----|
| | not flame and ember resistant | ΠY | ′es 🗌 | No |
| (2) | not flame and ember resistant | ΠY | ′es 🗌 | No |
| (3) | Combustible landscaping or other materials within five feet of the home and under the footprint of any | | | _ |
| . , | attached deck. | ΠY | ′es 🗌 | No |
| (4) | Single page or non-tempered glass windows | ΠY | ′es ′es | No |
| (5) | Loose or missing bird stopping or roof flashing. Rain gutters without metal or noncombustible gutter covers. | ΠY | ′es 🗌 | No |
| (6) | Rain gutters without metal or noncombustible gutter covers. | ΠY | ′es 🗌 | No |

- 3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):
 - A. LOCAL COMPLIANCE REQUIREMENTS: The Property (IS, is NOT) subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)
 - B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:
 - (1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.
 - OR (2) Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below.
 - OR (3) Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or ____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last.
 - C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:
 - (1) **BUYER RESPONSIBILITY NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*

© 2022, California Association of REALTORS®, Inc.

FHDS REVISED 6/22 (PAGE 1 OF 2)



FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY, DISCLOSURE, AND ADDENDUM (FHDS PAGE 1 OF 2)

 Opendoor Brokerage Inc., 303 2nd St STE 600 South Tower San Francisco CA 94107
 Phone: 4807799000
 Fax:

 Mark Biggins
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
 www.lwolf.com

pendoor

- OR (2) UBUYER RESPONSIBILITY LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT which requires compliance as a result of a sale of the Property. The local ordinance <u>allows either Seller or Buyer</u> to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
- OR (3) BUYER RESPONSIBILITY LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.
- OR (4) SELLER RESPONSIBILITY LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer's final verification of condition.
- OR (5) SELLER RESPONSIBILITY STATE OR LOCAL COMPLIANCE ALREADY COMPLETE. If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
- OR (6) SELLER RESPONSIBILITY AGREEMENT TO OBTAIN COMPLIANCE. Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D. The local agency from which a copy of the documentation in paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6), as applicable, may be obtained is ______, which may be contacted at ______.
- * The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").
- 4. FINAL INSPECTION REPORT DISCLOSURE: Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or Seller does not have a copy of the report and buyer may obtain a copy at

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

| Seller | Megan | Meyer | Authorized signer on behalf of Opendoor Property Trust I | Date | 07/11/2024 |
|--------|-------|-------|---|------|------------|
| | . J | .0 | | | |
| Seller | | | | Date | |

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

| Buyer | Date |
|-------|------|
| | |
| | |
| Buyer | Date |
| | |

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC

a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



FHDS REVISED 6/22 (PAGE 2 OF 2)

FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Opendoor

| Documentation provided to Seller at the time Seller p | ourchased this property. Buyer is encouraged to contact HOA for current information. | | | | | |
|---|---|--|--|--|--|--|
| THEFAR | PROPERTY OWNERS ASSOCIATION 33430 HARVEST WAY WILDOMAR, CA 92595 PH: (951) 244-3719 • FAX (951) 244-0553 | | | | | |
| DATED: May 6, 2 | 2024 EMAIL: <u>keyairajimenezz@osnational.com</u> | | | | | |
| ESCROW COMPANY: OSNational | ATTN: Keyaira Jimenez | | | | | |
| ESCROW #: CA105783 | PHASE & LOT: 10D-003 | | | | | |
| PHONE #: (770) 497-9100 | FAX#: | | | | | |
| RE: PROPERTY - 2483 | 33 Butterchurn Road, Wildomar, CA 92595 | | | | | |
| CURRENT OWNER: | | | | | | |
| | <u>24</u>, Association Assessments are \$89.00 per month. T, (1st), \$10.00 a month late fee after the 15th. | | | | | |
| ACCOUNT has a balance of: | | | | | | |
| TRANSFER & FPOA GOV | ERNING DOCUMENT FEES ARE: \$600.00 | | | | | |
| (Less \$200 i | nonrefundable upfront fee paid.) | | | | | |
| TOTAL DU | JE \$400.00 | | | | | |
| Please call f | for updated amount due at close of escrow. | | | | | |
| Our insurance | e is through ARMSTRONG/ROBITAILLE/RIEGLE | | | | | |
| | Newport Beach, CA 92620, POLICY #CIUHOA100146-01. | | | | | |
| POLICY COVERS C | COMMON AREA PROPERTY AND LIABILITIES ONLY. | | | | | |
| PROPERTY | OWNERS CARRY THEIR OWN INSURANCE. | | | | | |
| ****** | ************* | | | | | |
| | E OF ESCROW, PLEASE PROVIDE US WITH NER/S, MAILING ADDRESS and PHONE # AFTER CLOSING, | | | | | |
| *** | * and A COPY OF THE GRANT DEED | | | | | |
| INFORI | M OWNER TO CONTACT ASSOCIATION | | | | | |
| | FOR ADDITIONAL ASSESSMENT PAYMENT INFORMATION | | | | | |
| *************************************** | ************* | | | | | |

There is no pending litigation.

A separate request for demand should be emailed to the FARM MUTUAL WATER COMPANY at farmmutual5@aol.com. FMWC is the water and waste water company for the Farm Community.

THANK YOU,

Melissa Banwart

fpoabkpr2@gmail.com

FPA - Farm Property Owner's Assn c/o Farm P.O.A., The

STATEMENT OF ACCOUNT as of 5/31/2024

(951) 244-3719

24833 Butterchurn Road Wildomar CA 92595 Account #: 10D-003 Lot/Unit #: 10D-003 Bill Period: 5/1/2024 - 5/31/2024 Due Date: 5/31/2024 Amount Due: \$0.00

ACCOUNT ACTIVITY 5/1/2024 - 5/31/2024

| Date | Payments | Check #/Description | Code | Amount | Balance |
|-----------|----------|---------------------|-----------------|-----------|---------|
| 4/30/2024 | | Balance Forward | | | \$0.00 |
| 5/1/2024 | | Apply Charges | A1 - ASSESSMENT | \$89.00 | \$89.00 |
| 5/3/2024 | \$89.00 | 1127 | A1 - ASSESSMENT | (\$89.00) | \$0.00 |

Please remit this portion with your payment

Make Check Payable To: FPA - Farm Property Owner's Assn

Remit Payment To: c/o Accounts Receivable Department

| Amount Enclosed | |
|----------------------|------------------------|
| Amount Due: | \$0.00 |
| Due Date: | 5/31/2024 |
| Lot #: | 10D-003 |
| Account #: | 10D-003 |
| Property Addrsess: | 24833 Butterchurn Road |
| ACCOUNT INFORMATION: | |

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525* Farm Property Owners Association

| Property Address: 24833 Butterchurn Road, Wildomar, CA 92595 |
|--|
| Property Owner: |
| Property Owner's Mailing Address: |

Provider of Section 4525 items:

Mclissa Banwart Accounting Manager Print Name Position br Title

Date Form Completed: 5-6-24

| Document | Civil Code Section | Included | Not Available (N/A) or Not Applicable (N/APP) |
|---|---------------------------------|----------|--|
| Articles of Incorporation or statement that not incorporated | Section 4525(a)(1) | Included | |
| CC&Rs | Section 4525(a)(1) | Included | |
| Bylaws | Section 4525(a)(1) | Included | - |
| Operating Rules | Section 4525(a)(1) | Included | 20 |
| Age restrictions, if any | Section 4525(a)(2) | | N/APP |
| Rental restrictions, if any | Section 4525(a)(9) | | N/APP |
| Annual budget report or summary, including reserve study | Sections 5300 and 4525(a)(4) | Included | |
| Assessment and reserve funding disclosure summary | Sections 5300 and 4525(a)(4) | Included | |
| Financial statement review | Sections 5305 and 4525(a)(3) | Included | |
| Assessment enforcement policy | Sections 5310 And 4525(a)(4) | included | |
| Insurance summary | Sections 5300 And 4525(a)(4) | Included | |

| Regular assessment | Section 4525(a)(4) | Included | |
|---|--------------------------------------|----------|-------|
| Special assessment | Section 4525(a)(4) | | N/APP |
| Emergency assessment | Section 4525(a)(4) | | N/APP |
| Other unpaid obligations of seller | Sections 5675 and 4525(a)(4) | Included | |
| Approved changes to assessment | Section 5300 and 4525 (A)(4)(8) | | N/APP |
| Settlement notice regarding common area defects | Sections 4525(a)(6), (7) and 6100 | | N/APP |
| Preliminary list of defects | Sections 5855 and 4525(a)(5) | | N/APP |
| Notice(s) of violation | Sections 5855 and 4525(a)(5) | Included | |
| Required statement of fees | Section 4525 | Included | |
| Most recent 12 months of minutes | Section 4525(a)(10) | Included | |

Total fees for these documents: \$ 200.00

*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. (Civil Code \$1368.1)

Effective January 1, 2022, an upfront fee of \$200.00 will be charged on each escrow. This fee will be credited to the document fee at close of escrow. If the escrow cancels, this fee will be retained by the Farm Property Owners Association as a cancellation fee.

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$_33728______.

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract (Exhibit B).

Five-Day Right to Cancel

You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

SOLAR INSTALLATION AGREEMENT HOME IMPROVEMENT CONTRACT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ.

Installer License Number(s): CSLB License No. 1048921

Home Improvement Salesperson: CSLB License No. 123406

List of Documents to be Incorporated into this Installation Agreement:

COVER PAGE – California Solar Energy System Disclosure Document INSTALLATION AGREEMENT EXHIBIT A – Workmanship Warranty EXHIBIT B – Home Solicitation Form of Notice of Cancellation EXHIBIT C – Homeowner Release of Installer from Homeowner's Association Claims Schedule 1 – Description of System Schedule 2 – Additional Products

This INSTALLATION AGREEMENT (the "Installation Agreement") is entered into by and between ("You," "Your" or "Homeowner") and Palmetto Solar, LLC, whose address is 1505 King St Ext, Suite 114, Charleston, SC 29405 ("Installer") as of July 11, 2022 .

Installation. You may send the Notice of Cancellation (see Paragraph 15) to the Installer at this address.

You and Installer acknowledge and agree that the solar panel system described on Schedule 1 attached (the "System") to be installed on Your Property ("Property") located at:

24833 Butterchurn Road Wildomar, CA 92595

will be designed, procured, constructed, installed, tested and interconnected by Installer or its independent contractors (the "Installation"). You and Installer acknowledge and agree that Installer will also provide the additional products described in Schedule 2 attached (the "Additional Products").

1. Contract Price. The price of the System installed under this Installation Agreement (the "Contract Price") shall be: \$ 33728

- CASH (defined below)
 - SCHEDULE OF PROGRESS PAYMENTS:
- (i) Downpayment: Ten percent (10%) paid upon execution of the Installation Agreement;

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

- Sixty percent (60%) paid upon issuance of the permit for the Installation of the System on the roof of the Property; and
- (iii) Thirty percent (30%) paid within five (5) business days of:
 - (a) Installer's completion of its final inspection and commission of the System;
 - (b) the local authority having jurisdiction passing its final inspection of the System;
 - Installer receiving approval for permission to operate your system by your local electric utility company; and
 - (d) the System being energized.
- □ CASH (defined below) & LOAN:

(ii)

(i) Downpayment: <u>\$</u> CASH paid upon execution of the Installation Agreement;

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

"CASH" shall mean payment by credit card, bank account withdrawal authorization, money order, cashier's check, or ACH/wire transfer. For the sake of clarity, CASH shall exclude personal checks.

LOAN: FINANCE CHARGE: \$ 7207.28

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services schedule to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

- 2. Your Obligations. You agree to:
 - grant Installer and its contractors and agents reasonable access to Your Property and cooperate with Installer for the purpose of the Installation, including installing, using and maintaining electric lines, inverters and meters necessary to interconnect the System to Your electric system;
 - (ii) cooperate with Installer and assist in obtaining any permits needed, including any documentation related to net metering;
 - (iii) obtain any consent of a third party required for the Installation, such as a homeowners' association. Installer will provide reasonable assistance to assist You in obtaining any required third party consent; and
 - (iv) allow Installer to connect the System to Your local electric utility grid and provide all necessary authorizations for such interconnection.
- 3. Installer's Obligations
 - (i) Installation, Insurance and Liability. Installer agrees to:
 - (a) schedule the Installation of the System at a mutually convenient date and time, with an Approximate Start Date of <u>8/10/2022</u>;
 - (b) construct the System according to written plans You may review, with an Approximate Completion Date of <u>10/9/2022</u>;
 - (c) notify You if the System design has to be materially changed so that You can review any such changes;
 - (d) give You reasonable notice when Installer or its independent contractors need to access the System and/or Your Property;
 - (e) keep Your Property reasonably free from waste materials or rubbish caused by Installer or its independent contractors' activities during the Installation process and remove all of Installer's or its independent contractor's tools, construction/installation equipment, machinery, waste materials and rubbish from and around Your Property prior to utility approval of the System;
 - (f) return Your Property to a condition similar to its original condition at the completion of Installation, excluding normal wear and tear (subject to Excluded Services pursuant to Section 5 below);
 - (g) carry adequate commercial general liability, commercial automobile liability, workers' compensation and any other insurance required by applicable laws and regulations. You may request from Installer evidence of such insurance coverage;
 - (h) upon satisfactory payment being made for any portion of the Installation performed, and prior to

any further payment being made, furnish to You a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for the portion of the Installation for which payment has been made; and

- (i) be responsible solely for direct damage caused to Your Property, or bodily injury arising directly from the Installation and/or caused by Installer or its agents but only to the extent not caused by the negligence or willful misconduct of You or Your invitees.
- 4. Conditions to Installation. Installer's obligation to install the System is conditioned on the completion of a thorough physical inspection of Your Property and other due diligence to confirm the suitability of Your Property for the construction, installation and operation of the System.

5. Services Not Included in the Installation. This Installation Agreement does not include an obligation of Installer to (collectively, the "Excluded Services"):

- (i) remove or dispose of any hazardous substances that currently exist on Your Property;
- (ii) improve the construction of the roof of Your Property to support the System;
- (iii) remove or replace existing rot, rust or insectinfested structures;
- (iv) provide structural framing for any part of Your Property;
- (v) pay for or correct construction errors, omissions or deficiencies by You or Your contractors;
- (vi) pay for, remove or remediate mold, fungus, mildew or organic pathogens;
- (vii) upgrade Your existing electrical service;
- (viii)install any smoke detectors, sprinklers or life safety equipment required by municipal code or inspectors as a result of the System installation;
- (ix) pay for the removal or re-location of equipment, obstacles or vegetation in the vicinity of the System;
- (x) pay for any costs associated with municipal design or architectural review, or other specialty permits (this includes costs to attend any public hearings, notify neighbors or obtain additional drawings required);
- (xi) paint electrical boxes or conduit at Your Property; or
- (xii) move items unassociated with the System around Your Property or otherwise perform repairs of any nature whatsoever to Your Property.

6. Performance of Excluded Services or Extra Work. If an obligation listed as an exclusion in Section 5 must be

performed in order to properly complete the installation of the System:

- (i) Proposal. Installer will promptly notify You of the necessity of such Excluded Services or Extra Work. If appropriate, Installer will present a proposal of the costs to You for Installer to perform such Excluded Services or Extra Work.
- (ii) Your Obligation. You agree to promptly either sign a separate contract or change order (see Paragraph 7 below) for the Excluded Services or Extra Work with Installer, or to cause such Excluded Services or Extra Work to be completed by a separate contractor in accordance with Installer's Installation schedule. Installer assumes no liability whatsoever for any Excluded Services or Extra Work performed by anyone other than Installer in connection with preparing Your Property for the Installation.

7. Note About Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

- You may not require Installer to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order.
- (ii) Extra work or a change order is not enforceable against You unless the change order also identifies all of the following, in writing, prior to the commencement of work covered by the new change order:
 - (a) The scope of work encompassed by the order;
 - (b) The amount to be added or subtracted from the contract;
 - (c) The effect the order will make on the progress payments or the completion date.
- (iii) The Installer's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

8. Warranties; The only warranties under this Installation Agreement provided by Installer shall be those set forth in **Exhibit A** attached to this Installation Agreement. You acknowledge that these warranties apply to the System and do not apply to the Additional Products. Installer does not provide, and expressly disclaims, any express or implied warranty for the Additional Products.

9. Conflicts. In the event of any conflict between the

terms of this Installation Agreement and any other agreement between You and Installer, the terms of this Installation Agreement shall control. This Installation Agreement shall replace in its entirety any previous proposals.

10. Maintenance Package. For non-warranty related work, Palmetto Solar, LLC provides ongoing service support at the cost of equipment plus labor, with an additional surcharge of twenty percent (20%) ("**Cost Plus Basis**"). You will be furnished with transparent cost of equipment and labor, should it be required. The first year of service support is free of charge to you. Palmetto Solar, LLC reserves the right to transfer its service support to a related or third party and/or cancel at any time. Palmetto Solar, LLC service support is in addition to any manufacturer and/or financing service support guarantee.

- **11.** Miscellaneous Provisions.
 - (i) **Property Ownership.** You represent and warrant that You are the owner of the Property.
 - (ii) Homeowner Association Responsibility. You acknowledge and accept responsibility for compliance with all requirements, rules and regulations of any homeowner's association governing the Property. In the event a homeowner's association denies an application or other document related to the Installation, and You direct Installer to proceed with the Installation (which direction Installer may ask you to verify in the form attached hereto as Exhibit C), You hereby acknowledge and accept all responsibility relating to the homeowner's association (including claims allleged or damages assessed) of proceeding with the Installation.
 - (iii) Concealed Conditions. To the best of Your knowledge, there are no conditions, concealed or otherwise, that would or may impede or delay the Installation or cause the Property to be unsuitable for the Installation, including but not limited to dry rot, termites or mold.
 - (iv) Roof Warranty. If the Installation is to a roof, You acknowledge and accept that any roof penetrations necessary to complete the Installation of a System may void any existing warranty of the roof manufacturer or roof installer.

12. Term and Termination. This Installation Agreement shall continue in full force and effect until the earlier of (i) termination of this Installation Agreement by Installer with or without cause, effective upon written notice to You and (ii) the first anniversary of the date hereof. Upon termination, those obligations which by their nature should survive shall continue, such as (without limitation) Installer's indemnity, removal and clean-up obligations, and Installer's liability for damages as set forth in Section 4(i)(h)

of this Installation Agreement. In the event Installer terminates this Installation Agreement without cause, Installer shall pay You a termination fee of \$500 and Installer shall have no further obligations or liability under this Installation Agreement.

13. Assignment. Installer may assign its rights or delegate its obligations under this Installation Agreement without Your prior written consent. You may not assign any of Your rights or delegate any of Your obligations under this Installation Agreement without the prior written consent of Installer which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in this Section 12, You may delegate Your obligation to pay the Contract Price to a lender providing financing to You for the installation of the System; provided however, that no such delegation shall relieve You of any of Your obligations under this Installation Agreement without the prior written consent of Installer.

14. Arbitration and Class Action Waiver.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ.

In the event of a dispute between You and the Installer under or relating to this Installation Agreement, either party may choose to resolve the dispute by binding arbitration, as described below, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this Installation Agreement, including this provision or a Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR THE INSTALLER CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

- (iv) ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE INSTALLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST THE OTHER PARTY, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- (ii) Class Action Waiver. Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, You or the Installer may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. The Installer will not choose to arbitrate any claim You bring in small claims court. However, if such a claim is transferred, removed or appealed to a different

court, the Installer may then choose to arbitrate.

- 15. Governing Law. All disputes concerning the validity, interpretation and application of this Installation Agreement shall be governed by the laws of the State of California, without giving effect to its conflicts of laws provisions. This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. For a copy of each organization's procedures, to file a claim or for other information, please contact: AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org (phone 1-877-495-4185), or JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, www.jamsadr.com (phone 1-800-352-5267). If both AAA and JAMS are completely unavailable, and if You and the Installer cannot agree on a substitute, then either You or the Installer may request that a court appoint a substitute.
- 16. Fees. If You wish to begin an arbitration against the Installer but You cannot afford to pay the organization's or arbitrator's costs, the Installer may advance those costs if requested of it in writing. Any request like this should be sent to Palmetto Solar, LLC, 1505 King St Ext, Suite 114, Charleston, SC 29405. If You lose the arbitration, the arbitrator will decide whether You must reimburse the Installer for money advanced to You for the arbitration. If You win the arbitration, the Installer will not ask for reimbursement of money advanced to You. Additionally, if You win the arbitration, the arbitration may decide that You are entitled to be reimbursed Your actual and reasonable attorneys' fees and costs.
 - (v) Procedure. Arbitration hearings will take place in the federal judicial district for the County of San Francisco in the State of California. A single arbitrator will be appointed. The arbitrator must:
 - (a) Follow all applicable substantive law, except when contradicted by the FAA;
 - (b) Follow applicable statutes of limitations;
 - (c) Honor valid claims of privilege; and
 - (d) Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding

SOLAR INSTALLATION AGREEMENT

except for any review allowed by the FAA.

- **17. Enforcement.** Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction in the County of San Francisco in the State of California.
 - (vi) Application. In addition to You and the Installer, the rights and duties described in this arbitration agreement apply to the Installer's affiliates and their officers, directors, members, managers, partners, independent contractors, and employees; and any third party co-defendant of a claim subject to this arbitration provision.
- **18. Survival.** This arbitration provision shall survive the term of this Installation Agreement.
 - (viii)Limitation. EXCEPT AS OTHERWISE PROVIDED FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS INSTALLATION AGREEMENT, FOR DIRECT DAMAGE CAUSED TO YOUR PROPERTY DURING THE COURSE OF INSTALLATION, IN NO EVENT SHALL THE INSTALLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTALLATION AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL FEES DUE AS CALCULATED UNDER SCHEDULE 1 OF THE INSTALLATION AGREEMENT TO YOU PURSUANT TO THIS INSTALLATION AGREEMENT IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). WHICHEVER IS LESS.
- **19.** Notice of Right to Cancel.
 - (I) BUYER'S RIGHT TO CANCEL. Notwithstanding the foregoing, if you decide you do not want the goods or services, YOU MAY CANCEL THIS INSTALLATION AGREEMENT AND RECEIVE A FULL REFUND OF THE DEPOSIT BY MAILING A NOTICE TO THE INSTALLER (WHICH MAY BE IN THE FORM ATTACHED HERETO AS EXHIBIT B). THE NOTICE MUST SAY THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE MAILED BEFORE MIDNIGHT OF THE FIVE BUSINESS DAY AFTER YOU SIGN THIS INSTALLATION AGREEMENT. THE NOTICE MUST BE MAILED TO THE INSTALLER AT THE ADDRESS FIRST SET FORTH ABOVE.
 - (ii) **Right to Cancel with Cancellation Fee.** You have a right to cancel this Installation Agreement at any

time after the fifth business day after the date You sign this Installation Agreement, by providing written notice of cancellation to the Installer at the address set forth above. In the event of such cancellation, Installer may invoice a cancellation charge of \$500 (the "Cancellation Fee"). You agree that Installer's actual costs in the event of a cancellation would be difficult or impractical to determine, and that this Cancellation Fee is a reasonable and appropriate measure of the damages the Installer would incur as a result of such cancellation, and does not represent a penalty.

20. Tax and Rebate Disclosures. Homeowner understands and agrees that Installer makes no representation or guaranty that Homeowner will gualify for or receive any federal, state or local tax credit. Homeowner understands that tax credits are subject to many factors including, but not limited to, Homeowner's tax liability and Homeowner may, among other things, be required to allocate tax credits over a period of years in order to maximize the benefit. For instance, (i) some states limit the amount of the tax credit that can be applied in a given year, and (ii) some rebates are subject to limitations and/or the cessation of such programs are outside the control of Installer. Homeowner is encouraged to speak with their utility or local government to confirm the availability of any rebates or other incentives prior to signing this Installation Agreement insufficient taxable income to take full advantage of the federal investment tax credit. Homeowner is encouraged to speak with its tax professional prior to signing this Installation Agreement and has been provided ample opportunity to do so. Additionally, Homeowner understands and agrees that Installer makes no representation or guaranty that Homeowner will qualify for any utility or other local rebate or incentive, as some incentives and has been encouraged to do so.

21. Homeowner acknowledges and understands that if their local utility electricity consumption rate plan depends on the time of day such electricity is used (e.g., a "Time of Use" rate plan) then the electricity consumption cost savings enjoyed by Homeowner and attributable to the System's energy production will vary depending on the Homeowner's electricity consumption habits and such utility's rate plan.

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

INSURANCE:

This Installer carries commercial general liability insurance written by <u>Philadelphia Indemnity Insurance Co.</u>. You may call <u>McGriff Insurance Services</u> at <u>843-815-0522</u> to check the contractor's insurance coverage.

This Installer carries workers' compensation insurance for all employees.

[Installation Agreement continued on next page]

DocuSign Envelope ID: D58CC214-B37D-4731-9D0A-C4154016505D

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years) CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at <u>www.cslb.ca.gov</u>. Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826

You have the right to require Installer to have a performance and payment bond.

You are entitled to a completely filled in copy of this Installation Agreement, signed by both you and the contractor, before any work may be started.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor bec given you a Notice of Five-Day Right to Cancel (Exhibit B): Homeowner's Initials

This Installation Agreement has been duly executed by the Parties as set forth below:

| Home | |
|-------|---------------|
| Signa | \rightarrow |
| Name | |
| Date: | July 11, 2022 |

| Palmetto | Solar, LLC: | |
|----------|-------------|--|
| Ву: | ely | |

Name: Christopher Kemper

Title: Owner

Date: ______ July 11, 2022

Co-Owner's Name (if any)

| Signature: | | |
|------------|------|--|
| Name: | | |

Date: _____

SOLAR INSTALLATION AGREEMENT

EXHIBIT A

WORKMANSHIP WARRANTY

1. <u>System Information</u>. This workmanship warranty (this "Warranty") applies to the System installed by Installer pursuant to this Installation Agreement.

2. Installer System Warranty.

(i) Installer warrants to Homeowner that: (a) the System will be free from material defects in workmanship under normal operating conditions for a period of ten (10) years from the date of interconnection of the System (the "Warranty Period"); (b) that Installer shall perform, or cause to be performed, the Installation in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, all federal and state laws, city and county ordinances, codes and regulations (collectively, "Applicable Laws"), and the requirements of the warranties of any Third Party Provider (as defined below). Installer makes no representation or warranty, and Homeowner shall seek no recourse from Installer, regarding the warranties of a Third Party Provider that extend beyond the scope of this Section 2.

(ii) Installer warrants to Homeowner that any roof penetrations made for the System shall be completely weather-tight for a period of five (5) years from the date of commencement of the Installation (the "**Roof Warranty Period**"). "**Weather-tight**" shall mean that no moisture shall pass through the penetrations made in the roof by Installer, unless arising from (a) acts of God; (b) flood, fire, earthquake or explosion; or (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest (each a "**Force Majeure Event**"). If during such Roof Warranty Period, moisture enters through the roof penetrations, Installer shall make repairs promptly to industry standard and pay for any direct damages to the Property, but not its contents.

3. Warranty Claim.

(i) If a defect or deficiency is discovered within the Warranty Period, Installer shall, upon written notice from Homeowner of a valid warranty claim, at Installer's sole option, promptly repair, replace, and/or correct the applicable installation work or component. If a Force Majeure Event directly prevents Installer from commencing any such warranty repairs, Installer shall promptly notify Homeowner in writing of the Force Majeure Event and commence such warranty repairs as soon as it is safe to do so following the end of such Force Majeure Event.

(ii) Installer shall not be liable for a breach of the warranties set forth in Section 2(i) and Section 2(ii) unless: (a) Homeowner reasonably describes the defect in writing to Installer within seventy-two (72) hours of the time Homeowner discovers or ought to have discovered such defect; (b) if applicable, Installer is given reasonable access to the Property to examine the System and perform its warranty obligations; and (c) Installer reasonably verifies Homeowner's claim that Installer's workmanship was/is defective.

4. Third Party Provider Warranties.

(i) Any warranties procured by Installer from its subcontractors, suppliers and vendors for each System (each a "**Third Party Provider**") shall accrue to Homeowner's benefit. Installer shall install photovoltaic modules with at least a ten (10) year product warranty and a twenty-five (25) year performance warranty provided by a Third Party Provider. Installer shall install inverters with at least a ten (10) year product warranty provided by a Third Party Provider.

(ii) Whenever possible, Installer shall cause the Third Party Provider Warranties to be made directly to Homeowner. If the same shall be made to Installer, Installer shall then assign the same to Homeowner. Upon written request from Homeowner, such warranties as may not be assignable shall be enforced (to the extent enforceable) by Installer for the benefit of Homeowner for the Warranty Period. Installer's obligations set forth in this Section 4 and specifically the delivery, assignment and/or enforcement of the foregoing warranties for each System shall be in addition to, and not in limitation of, any other warranty or remedy required by Applicable Laws.

(iii) Installer makes no representation or warranty, and Homeowner shall seek no recourse from Installer, unless specifically provided to the contrary regarding the warranties of Third Party Providers that extend beyond the scope of this Warranty, including without limitation, the energy output of the System.

5. WARRANTY EXCEPTIONS. This Warranty shall not apply to any defect, damage, malfunction, or degradation of the System or the roof of the Property arising from:

(i) Homeowner's failure to follow Installer's oral or written instructions as to the storage, commissioning, use or maintenance of the System;

(ii) Any repair, alteration, or replacement of the System or a component thereof without the prior written consent of Installer;

(iii) Any alteration or removal of the System required as a result of actions by third parties (including but not limited to homeowner's associations) or Homeowner;

- (iv) The negligent acts or omissions of any person other than Installer;
- (v) Unknown defects with the Property, excepting structures installed by Installer;

(vi) Normal wear and tear, including expected degradation of electrical output and foreseen and unforeseen weather events (e.g, falling tree limbs or hail or snow damage); or

(vii) The defect arises from a Force Majeure Event.

6. DISCLAIMER. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 2(i) AND 2(ii), INSTALLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SYSTEM OR THE INSTALLATION, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. DocuSign Envelope ID: D58CC214-B37D-4731-9D0A-C4154016505D

EXHIBIT B

HOME SOLICITATION FORM OF NOTICE OF CANCELLATION

You may CANCEL this Installation Agreement, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the above date.

If You cancel, any property traded in, any payments made by You under the Installation Agreement or sale, and any negotiable instrument executed by You will be returned within TEN (10) BUSINESS DAYS following receipt by the Installer of Your cancellation notice, and any security interest arising out of the Installation Agreement will be canceled.

If You cancel, You must make available to the Installer at Your residence, in substantially as good condition as when received, any goods delivered to You under this Installation Agreement or sale; or You may, if You wish, comply with the instructions of the Installer regarding the return shipment of the goods at the Installer's expense and risk.

If You do make the goods available to the Installer and the Installer does not pick them up within twenty (20) days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to the Installer, or if You agree to return the goods to the Installer and fail to do so, then You remain liable for performance of all obligations under the Installation Agreement.

To cancel this Installation Agreement, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Palmetto Solar, LLC at 1505 King St Ext, Suite 114, Charleston, South Carolina 29405 NOT LATER THAN MIDNIGHT OF

7/14/2022 (Date)

I HEREBY CANCEL THIS INSTALLATION AGREEMENT.

| (Date) |
|--------------------------|
| Homeowner's Name: |
| Signature: |
| Name: |
| Date: |
| Co-Owner's Name (if any) |
| Signature: |
| Name: |
| Date: |
| |
| |

SOLAR INSTALLATION AGREEMENT

EXHIBIT C

HOMEOWNER RELEASE OF INSTALLER FROM HOMEOWNER'S ASSOCIATION CLAIMS

By my signature below I represent that I (a) am the owner of the property located at:

24833 Butterchurn Road Wildomar, CA 92595

I acknowledge that my homeowner's association has denied my application relating to installation of a solar panel system by Palmetto Solar, LLC. By my signature below I hereby direct Palmetto Solar, LLC to nonetheless proceed with its installation. I acknowledge and accept all responsibility relating to the homeowner's association (including claims alleged or damages assessed) of proceeding with the installation. I also fully release Palmetto Solar, LLC from any and all past, present, and future claims, demands, obligations or causes of action alleged by or through, or relating in any manner to, the homeowner's association.

Homeowner's Name:

| Signature: | |
|------------|--|
| Name | |
| | |
| Date: | |

Co-Owner's Name (if any)

Signature: _____

Name: _____

| Date: | | | | |
|-------|--|--|--|--|
| | | | | |

DocuSign Envelope ID: D58CC214-B37D-4731-9D0A-C4154016505D

Schedule 1

Description of System

System Size (kW DC)

7.6 400W All Black Module SolarEdge SE11400H-US

Panel Type Inverter

SOLAR INSTALLATION AGREEMENT

DocuSign Envelope ID: D58CC214-B37D-4731-9D0A-C4154016505D

Schedule 2

Additional Products

SCHEDULE 2

ACKNOWLEDGEMENT OF RESPONSIBILITY FOR ACTUAL TERMINATION COSTS

This acknowledgement accompanies and amends the Installation Agreement dated as of July 11, 2022 between Palmetto Solar, LLC and _______ (the "Installation Agreement"). Capitalized terms used herein but not defined shall have the meaning set forth in the Installation Agreement.

Notwithstanding anything to the contrary in the Installation Agreement, You acknowledge and agree that:

As provided in <u>Section 13</u> of the Installation Agreement, You have a right to cancel the Installation Agreement at any time by providing written notice of cancellation to the Installer.

In the event Installer begins performance of work on Your Property prior to receipt of Your written notice to cancel the Installation Agreement, You agree to pay Installer, within fifteen (15) days of Installer's invoice, all costs incurred for work performed through the date of cancellation (the "**Actual Termination Costs**"). Actual Termination Costs may include, but are not limited to, site improvement costs such as roof repair or replacement and electrical upgrades.

Your payment of Actual Termination Costs will be Your sole obligation, and will be Installer's sole remedy, in the event of Your cancellation of the Installation Agreement after Installer begins performance of work on Your Property.

For the sake of clarity, if You are responsible for Actual Termination Costs, You will <u>not</u> also be responsible for the Cancellation Fee. If You are responsible for the Cancellation Fee (applicable in the event Installer has not begun performance of Work on Your Property), You will <u>not</u> also be responsible for Actual Termination Costs.

Except as expressly provided in this acknowledgement, all terms, conditions, agreements and understandings in the Installation Agreement remain unchanged and in full force and effect.

This acknowledgement is effective upon Your signature below. You agree that Your electronic signature will have the same force and effect as a manual signature. An electronic signature is any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

| Date: July 11, 2022 | HOME Name | |
|---------------------|--------------|---------------|
| | Date: | July 11, 2022 |

| INSTALLER | |
|-----------|-----------------|
| | $\Delta \Delta$ |
| Name: | Θ / f |
| | |

Date: July 11, 2022

SOLAR INSTALLATION AGREEMENT

Termination Costs Acknowledgement



Palmetto.com (855) 339-1831 1505 King Street Suite #114 Charleston, SC 29405

Homeowner's Authorization

I, _______ authorize Palmetto Solar, LLC and its subcontractors to act as my Agent for the express purpose of applying for and obtaining electrical, building, and other permits as required by the Authority Having Jurisdiction for the installation of a photovoltaic system and/or energy storage on my property located at :

24833 Butterchurn Road Wildomar, CA 92595

This authorization includes the transfer/re-administering, and/or cancellation of any existing permits on file for the purpose of updating/applying with an alternate subcontractor.

| Name: |
|---------------------|
| Signatu |
| Date: July 11, 2022 |

Palmetto Solar, LLC License(s): 1048921

Payoff Quote

goodleap



Loan ID 22-16-093507 Payoff quote date 06/18/2024

Installation address 24833 Butterchurn Road Wildomar, CA 92595

Payoff details

| Principal | | \$32,721.75 |
|--------------------------------------|---|-------------|
| Accrued interest | | \$37.98 |
| UCC termination recording fee | | \$106.00 |
| Total payoff | | \$32,865.73 |
| Payoff good thru 6/26/2024 | Additional per diem interest fee \$1.81 | |

Please send the payoff by wire or check.

GoodLeap wire instructions

Please reference GoodLeap account number 22-16-093507 in the wire memo to ensure timely processing.

Bank name Keybank Routing number 041001039

Account name GoodLeap -TCR Account number 359681604732

Paying by check

Payable to GoodLeap Mail the check to 1410 SW Morrison Street 7th Floor Portland, OR 97205

If you have any questions, contact customerservice@goodleapsupport.com.

Property Renovation Summary



24833 Butterchurn Rd, Wildomar, CA 92595

Information on permits (if any) may be obtained from the contractor

| Description | Contractor | Contractor Information | |
|---|---|---|--|
| Installed new carpet InstaInstalled flooring | Interior Logic Group, LLC - RIV | Interior Logic Group, LLC - RIV ps.natact@interiorlogicgroup.com (503) 433-2972 | |
| Repainted interior and exterior of the home | Zamora General Construction Corp - RIV | Zamora General Construction Corp - RIV zamoraconstructionroofing@gmail.com (951) 557-2497 | |