



REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Murrieta, COUNTY OF Riverside, STATE OF CALIFORNIA, DESCRIBED AS 28250 Socorro St# Unit 89, Murrieta, CA 92563.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 07/29/2022. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

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

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

- | | | |
|--------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Pool: |
| <input type="checkbox"/> Oven | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Child Resistant Barrier |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Public Sewer System | <input type="checkbox"/> Pool/Spa Heater: |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Water Heater: |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Water Softener | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Patio/Decking | <input checked="" type="checkbox"/> Water Supply: |
| <input checked="" type="checkbox"/> Rain Gutters | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> City <input type="checkbox"/> Well |
| <input checked="" type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Gazebo | <input checked="" type="checkbox"/> Private Utility or |
| <input type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s) | Other Service Managed by HOA |
| <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Garage: | <input checked="" type="checkbox"/> Gas Supply: |
| <input type="checkbox"/> Fire Alarm | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carport | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Window Security Bars |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Number Remote Controls _____ | <input type="checkbox"/> Quick Release Mechanism on |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Sauna | Bedroom Windows |
| <input checked="" type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Hot Tub/Spa: | <input type="checkbox"/> Water-Conserving Plumbing Fixtures |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Locking Safety Cover | |
- Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in Living Room
☐ Gas Starter ☒ Roof(s): Type: Tile Age: Unknown (approx.)
☐ Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

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

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Buyer's Initials _____ / _____

Seller's Initials MM / _____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Opendoor Brokerage Inc., 2000 Hyperion Ave Los Angeles CA 90027
Austin Najera

Phone: 4803516622 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

CA

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

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

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

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

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

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

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

2) Property is a Condo, party walls present.

12) Buyer to confirm CC&Rs per neighborhood

13/14) Linstrad Maintenance Corporation, (949) 855-1800, Main Fee \$200.00 paid Monthly. Please see attached for HOA-related expenses provided to Seller at the time Seller purchased this property. Buyer is encouraged to contact HOA for current information.

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.



Property Address: 28250 Socorro St# Unit 89, Murrieta, CA 92563 Date: 07/29/2022
Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.
Seller Megan Meyer Authorized Signer on the Behalf of Opendoor Property Trust I Date 07/29/2022
Seller _____ Date _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

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

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

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Ben Braksick Date 07/29/2022
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

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

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

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

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

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

Seller Megan Meyer Authorized Signer on the Behalf of Opendoor Property Trust I Date 07/29/2022 Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Ben Braksick Date 07/29/2022
(Please Print) (Associate Licensee or Broker Signature)

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

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

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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

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

C/A





SELLER PROPERTY QUESTIONNAIRE

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

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 28250 Socorro St# Unit 89, Murrieta, CA 92563, Assessor's Parcel No. 392-392-044, situated in Murrieta, County of Riverside California ("Property").

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

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

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

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

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

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

5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller.....

☐ Yes ☒ No

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

Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No

B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No

C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No

D. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)

E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No

F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No

G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☒ Yes ☐ No



Property Address: ---, ---, ---

28250 Socorro St# Unit 89, Murrieta, CA 92563

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

Explanation, or ☐ (if checked) see attached; _____

K) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes

G) Property is part of HOA.

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: D) Painted interior as needed.

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

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

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

Explanation: A) PLUMBING: Repaired P-trap and Dishwasher drain line.

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

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

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

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

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

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

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

If so, when and by whom _____

Explanation: _____

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



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

- A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ☐ Yes ☒ No
- C. Use of any neighboring property by you ☐ Yes ☒ No

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

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

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No
- B. Operational sprinklers on the Property ☐ Yes ☒ No
(a) If yes, are they ☐ automatic or ☐ manually operated.
(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ... ☐ Yes ☒ No
- C. A pool heater on the Property ☐ Yes ☒ No
If yes, is it operational? ☐ Yes ☐ No
- D. A spa heater on the Property ☐ Yes ☒ No
If yes, is it operational? ☐ Yes ☐ No
- E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☐ Yes ☒ No

Explanation:

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

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

- A. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No
- B. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ☐ Yes ☒ No
- C. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement ☐ Yes ☒ No

Explanation:

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

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

- A. Any other person or entity on title other than Seller(s) signing this form ☐ Yes ☒ No
- B. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
- D. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ☐ Yes ☒ No
- E. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property ☐ Yes ☒ No
- F. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☒ No

Explanation:

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

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

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☒ No
- B. Any past or present disputes or issues with a neighbor which could impact the use and enjoyment of the Property ☐ Yes ☒ No

Explanation:

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



17. GOVERNMENTAL:**ARE YOU (SELLER) AWARE OF...**

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☒ Yes ☐ No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
- 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 ☐ Yes ☒ No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. ☐ Yes ☒ No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No
- J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

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

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

18. OTHER:**ARE YOU (SELLER) AWARE OF...**

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation:

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

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

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

Seller Megan Meyer Authorized Signer on Behalf Of Date 07/29/2022
 Seller _____ **Opendoor Property Trust I** Date _____

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

Buyer _____ Date _____
 Buyer _____ Date _____

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FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY, DISCLOSURE, AND ADDENDUM

(C.A.R. Form FHDS, 5/21)

This is an advisory, disclosure, and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"),
dated _____, on property known as **28250 Socorro St# Unit 89, Murrieta, CA 92563** ("Property"),
in which _____ is referred to as Buyer,
and **Opendoor Property Trust I** is referred to as Seller.

1. FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:

A. LAW APPLICABILITY:

- (1) **Fire Hardening Disclosure:** The disclosures specified in paragraph 3 are only required for sellers of residential properties: (i) that contain one to four units, (ii) that are constructed before January 1, 2010, and (iii) if the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iv) that are located in either a **high or very high** fire hazard severity zone.
- (2) **Defensible Space Compliance:** The disclosures and requirements specified in paragraph 4 are only required for sellers of residential properties: (i) that contain one to four units and (ii) if the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) that are located in either a **high or very high** fire hazard severity zone.
- (3) **Inspection Report including Fire Hardening/Defensible Space Compliance:** The disclosure of a final inspection report obtained under the specifications in paragraph 5 is only required for sellers of residential properties improved with one to four units if the seller is obligated to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS). Any seller may be required to provide a copy of such a final inspection report pursuant to a contractual or voluntary disclosure or as a material fact.

B. WHERE TO LOCATE INFORMATION: Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. 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.

C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures below because a buyer might consider the information material. A seller may voluntarily make the disclosures in paragraphs 3B and 4, even if not mandated by law.

2. FIRE SEVERITY ZONE:

A. The home is in a high or very high fire hazard severity zone.

OR **B.** ☐ The home is NOT in a high or very high fire hazard severity zone. Seller is providing this form as an advisory and, if paragraph 3B is completed below as a voluntary disclosure.

3. FIRE HARDENING DISCLOSURE (only required to be completed if criteria in 1A(1) 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](http://WWW.READYFORWILDFIRE.ORG)".

B. FIRE HARDENING VULNERABILITIES: Seller is aware of the following features that may make the home vulnerable to wildfire and flying embers (check all that apply):

- (1) ☐ 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.
- (2) ☐ Roof coverings made of untreated wood shingles or shakes.
- (3) ☐ Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck.
- (4) ☐ Single pane or non-tempered glass windows.
- (5) ☐ Loose or missing bird stopping or roof flashing.
- (6) ☐ Rain gutters without metal or noncombustible gutter covers.

4. DEFENSIBLE SPACE REQUIREMENTS (only required to be completed if criteria in 1A(2) are met):

A. DEFENSIBLE SPACE ADVISORY: Public Resources Code § 4291 requires that, in order to minimize the risk of fire affecting a building or structure on the Property, a defensible space around the improvement be maintained within 100 feet of the improvement. Many local governments have enacted a local vegetation management ordinance for that same purpose. (Collective, "defensible space laws.") Effective July 1, 2021, Civil Code § 1102.19 requires disclosures regarding compliance with defensible space for certain specified properties.

B. DEFENSIBLE SPACE COMPLIANCE ((1) applies unless (2), (3), or (4) is checked):

(1) **NO LOCAL ORDINANCE, BUYER shall obtain documentation of compliance with the State defensible space law; No local ordinance:** There is no local ordinance requiring proof of compliance with defensible space laws. Buyer shall obtain documentation of compliance **within one year of Close Of Escrow**. This requirement 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 Inspector").

OR (2) ☐ **NO LOCAL ORDINANCE. SELLER within the previous 6 months has already obtained documentation of compliance with the State defensible space law:** There is no local ordinance requiring Seller to provide proof of compliance with defensible space laws, but Seller voluntarily obtained documentation within the last 6 months, from an Authorized Inspector. Seller shall deliver documentation to Buyer within 7 Days after Acceptance.



- OR (3) ☐ **LOCAL VEGETATION MANAGEMENT OR OTHER DEFENSIBLE SPACE ORDINANCE IN EFFECT** which permits compliance after Close of Escrow. BUYER shall obtain documentation of compliance with the defensible space law: There is a local ordinance requiring proof of compliance with defensible space laws that does not require compliance to be obtained prior to Close Of Escrow. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
- OR (4) ☐ **LOCAL VEGETATION MANAGEMENT OR OTHER DEFENSIBLE SPACE ORDINANCE IN EFFECT** which requires compliance prior to Close of Escrow. SELLER shall provide documentation that Property is in compliance with defensible space law: There is a local ordinance requiring Seller to provide proof of compliance with defensible space laws prior to Close Of Escrow. If Seller has already obtained documentation, Seller shall deliver documentation to Buyer within 7 Days after Acceptance. If Seller has not yet obtained documentation, Seller shall deliver documentation to Buyer 5 days prior to Close Of Escrow.

(5) If (2) or (4) is checked, the local agency from which a copy of the documentation may be obtained is _____, which may be contacted at _____.

5. ☐ (If checked) **FINAL INSPECTION REPORT (only required to be completed if criteria below and in 1A(3) are met):** Seller has obtained a final inspection report that includes compliance with certain defensible space and home hardening requirements pursuant to Government Code § 51182. A copy of the report is attached, or ☐ a copy may be obtained at _____.

Seller represents that Seller has provided the answers on this form and that such information is true and correct to the best of Seller's knowledge. Seller acknowledges receipt of this Fire Hardening and Defensible Space Advisory, Disclosure, and Addendum and agrees to the applicable terms in paragraph 4B.

Seller Megan Meyer Date 07/29/2022 Seller _____ Date _____

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Advisory, Disclosure, and Addendum and agrees to the applicable terms in paragraph 4B.

Buyer _____ Date _____ Buyer _____ Date _____

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Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**Lindstrand Maintenance Corporation
Seabreeze Management Company, Inc.****Property Information:**

28250 Socorro St Unit: Unit 89

Murrieta, CA 92563-4466

Seller: [REDACTED]

Buyer: Opendoor Property Trust I, a Delaware statutory trust Estimated Closing Date: 07-06-2022

Requestor:

IH Closing

Hu Ding

415-236-2577

General Information

Date Prepared:	06-22-2022
Account Number:	328-3471
Is this account in collections?	No
What is the current regular assessment against the unit?	200.00
What is the frequency of the assessment charge?	Monthly
The regular assessment is paid through:	06-30-2022
The regular assessment is next due:	07-01-2022
What day of the month are regular assessments due?	1
How many days after the due date is the regular assessment considered delinquent?	15
The penalty for delinquent assessments is:	10%

Specific Fees Due To Lindstrand Maintenance Corporation

Closing agent is required to collect the following number of additional regular assessments at closing:	0
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Is there any change in the association's current regular and special assessments and fees which have been approved by the board, but have not become due and payable as of the date disclosure is provided pursuant to this subdivision? If yes, please comment	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$200.00

General Association Information

Are there any violations against this unit?	No
Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments).	No
Is there a restriction in the governing documents limiting the occupancy, residency, or use of a separate interest on the basis of age in a manner different from that provided in California Civil Code Section 51.3? If yes, please comment.	No



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Lindstrand Maintenance Corporation Seabreeze Management Company, Inc.

Property Information:

28250 Socorro St Unit: Unit 89

Murrieta, CA 92563-4466

Seller: [REDACTED]

Buyer: Opendoor Property Trust I, a Delaware statutory trust Estimated Closing Date: 07-06-2022

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Is there a provision in the governing documents that prohibits the rental or leasing of any of the separate interests in the common interest development to a renter, lessee or tenant? If yes, please comment

No

Does a preliminary list of defects exist pursuant to Section 6000 of the Davis Stirling Act? If yes, please comment and provide the list.

No

Does a Settlement Notice regarding common area defects exist pursuant to Section 6100 of the Davis Stirling Act? If yes, please comment and provide the list.

No

Insurance Information

Insurance broker's or agent's company name:

LaBarre Oksnee
Insurance

Identify the insurance agent's name:

Agent unknown

Insurance agent's phone number:

800 698-0711

Insurance agent's fax number:

Insurance agent's email address:

Seabreeze Management, Director of Operations**Date: 06-22-2022****Seabreeze Management Company, Inc.****Phone: 949-855-1800**

Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Lindstrand Maintenance Corporation
Seabreeze Management Company, Inc.

Property Information:

28250 Socorro St Unit: Unit 89

Murrieta, CA 92563-4466

Seller: [REDACTED]

Buyer: Opendoor Property Trust I, a Delaware statutory trust Estimated Closing Date: 07-06-2022

Requestor:

IH Closing

Hu Ding

415-236-2577

Comments:

- Sub Meter Demand located in New Owner Forms. Please send directly to EscrowDemands@calsubmeter.com
- Please contact escrowteam@seabreezemgmt.com to confirm the current balance due at close of escrow.
- Please indicate what months are being covered on HOA checks.
- It is seller's responsibility to stop autopayments. If set up with Seabreeze Management, please send cancelation request to customercare@seabreezemgmt.com.
- All overpayments & credits will be refunded back to the seller after closing. Please include seller's forwarding address with closing package in case refund is due.



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)**Lindstrand Maintenance Corporation
Seabreeze Management Company, Inc.****Property Information:**

28250 Socorro St Unit: Unit 89

Murrieta, CA 92563-4466

Seller: [REDACTED]

Buyer: Opendoor Property Trust I, a Delaware statutory trust

Requestor:

IH Closing

Hu Ding

415-236-2577

Estimated Closing Date: 07-06-2022

Fee Summary**Amounts Prepaid**

TRID-List of Fees and Charges (NOT TO BE USED FOR CLOSING)	\$0.00
Closing Statement of Fees, Association Documents and Minutes (Required Civil Code Sec. 4525)	\$395.00
Convenience Fee	\$7.95
Rush Fee	\$75.00
Total	\$477.95

Fees Due to Seabreeze Management Company, Inc.

Post Processing Fee - Demand	\$325.00
Total	\$325.00

Fees Due to Lindstrand Maintenance Corporation

Owner Current Balance	\$200.00
Total	\$200.00



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

Lindstrand Maintenance Corporation
Seabreeze Management Company, Inc.

Property Information:

28250 Socorro St Unit: Unit 89

Murrieta, CA 92563-4466

Seller: [REDACTED]

Buyer: Opendoor Property Trust I, a Delaware statutory trust Estimated Closing Date: 07-06-2022

Requestor:

IH Closing

Hu Ding

415-236-2577

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER W64J4DGHM ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to Seabreeze Management Company, Inc.

Post Processing Fee - Demand \$325.00

Total \$325.00

Fees Due to Lindstrand Maintenance Corporation

Owner Current Balance \$200.00

Total \$200.00

Include this confirmation number W64J4DGHM on the check for \$325.00 payable to and send to the address below.

Seabreeze Management Company, Inc.

26840 Aliso Viejo Parkway, Suite 100

Aliso Viejo, CA 92656

Include this confirmation number W64J4DGHM on the check for \$200.00 payable to and send to the address below.

Lindstrand Maintenance Corporation

26840 Aliso Viejo Parkway, Suite 100

Aliso Viejo, CA 92656



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)

**Lindstrand Maintenance Corporation
Seabreeze Management Company, Inc.**

Property Information:

28250 Socorro St Unit: Unit 89

Murrieta, CA 92563-4466

Seller: [REDACTED]

Buyer: Opendoor Property Trust I, a Delaware statutory trust Muncie, ID 47305

Requestor:

IH Closing

Hu Ding

515 E Main St, #16,

Muncie, ID 47305

415-236-2577

contactus@ihclosing.com

Closing Information

File/Escrow Number: 114360087357

Estimated Close Date: 07-06-2022

HomeWiseDocs Confirmation #: W64J4DGHM

Sales Price: [REDACTED]

Closing Date:

Is buyer occupant? No

Status Information

Date of Order: 06-15-2022

Board Approval Date:

Order Completion Date: 06-22-2022

Date Paid: 06-15-2022

Order Retrieved Date:

Inspection Date:

Community Manager Information

Company: Seabreeze Management Company, Inc.

Completed By: Seabreeze Management

Primary Contact: Seabreeze Management

Address:

26840 Aliso Viejo Parkway, Suite 100

Aliso Viejo, CA 92656

Phone: 949-855-1800

Fax: 949-855-6678

Email: escrowteam@seabreezemgmt.com

