

# REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/24)

Riverside			iverside	, STATE OF	CALIFORNIA,
			<del></del>		·
Riverside					
	I. COORD	INATION WITH OTHER DIS	CLOSURE FORM	/IS	
depending upon the detail residential property).	s of the particular	real estate transaction (for example)	mple: special study	/ zone and purchas	e-money liens on
Report/Statement that may in connection with this reamatter is the same:	include airport ann al estate transfer,	oyances, earthquake, fire, flood, and are intended to satisfy the	or special assessm disclosure obligation	nent information, hav	e or will be made
X Additional inspection re	eports or disclosure	s:			
			Buyer at buyers reques	it it available.	
			ΓΙΟΝ		
Buyers may rely on this authorizes any agent(s) i entity in connection with	information in dec representing any pany any actual or ant	ciding whether and on what te principal(s) in this transaction i icipated sale of the property.	erms to purchase to provide a copy	the subject proper of this statement	ty. Seller hereby to any person or
OF THE AGENT(S), IF A	ANY. THIS INFO I THE BUYER AN	RMATION IS A DISCLOSUR ID SELLER.			
A. The subject property	y has the items c	hecked below:*			
<ul> <li>Microwave</li> <li>Dishwasher</li> <li>Trash Compactor</li> <li>Garbage Disposal</li> <li>Washer/Dryer Hookups</li> <li>Rain Gutters</li> <li>Burglar Alarms</li> <li>Carbon Monoxide Device</li> </ul>	the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow.	X Sprinklers X Public Sewer System Septic Tank Sump Pump Water Softener X Patio/Decking Built-in Barbecue Gazebo Security Gate(s)	Pener(s)  Pener(s)  W Firep	Child Resistant Bat Pool/Spa Heater: Gas Solar Evater Heater: Gas Solar Evater Heater: Gas Solar Evater Supply: City Well Evater Supply: City Well Evater Municus Supply: City Bottled (Vindow Screens Vindow Screens Window Security Bar Bedroom Windows Vater-Conserving Plance(s) in Living	Electric Electric  ipal Water District  Tank)  s chanism on
	(O-II- I ) I	lados anos afrila de la decidade			ZN - 15 "
		ledge, any of the above that are ary): List of items in the home may not			
		at y). List or items in the nome may not leir own inspections performed and verify all informat		remaining in nome at tim	e or sale will be left.
© 2024, California Association of R TDS REVISED 6/24 (PAGE	REALTORS®, Inc. E 1 OF 3)	Seller's Initials MM /	Buyer's I	Initials / _	EQUAL HOUSING OPPORTUNITY
RE	AL ESTATE TRA	NSFER DISCLOSURE STAT	TEMENT (TDS PA	AGE 1 OF 3)	

Pro	perty	Address:	19673	Crestmont Pl	, Riverside, CA 92	2508			Date:	11/08/2024
В.	Are	you (Seller	) awa	are of any si	gnificant defec	ts/malfunctions	s in any of the following	g? Yes/X	No. If yes,	check appropriate
		nce(s) below.		Ceilings □ F	loors	or Walls 🗌 Ins	sulation Roof(s) W	/indows □ Do	oors ∏Fou	ındation ☐ Slab(s)
		Oriveways [	Side	ewalks 🗍 Wa	alls/Fences	Electrical Syst	ems Plumbing/Sewe	rs/Septics	Other Stru	ctural Components
	(De	escribe: seller	has nev	ver occupied this	property. Seller enc	ourages Buyer to ha	ave their own inspections perform	med and verify all i	nformation rela	ting to this property
	If a	ny of the abo	ove is	checked, ex	κplain. (Attach a	additional shee	ts if necessary.):			)
	dev	rice, garage o	door c	pener, or ch	ild-resistant pod	ol barrier may n	recondition of sale or tra ot be in compliance with	the safety sta	ndards rela	ting to, respectively,
	sta (co hav	ndards of C mmencing w e quick-relea	hapte ith § ase m	r 12.5 (com 115920) of C nechanisms in	mencing with { Chapter 5 of Pain In compliance w	§ 19890) of Part 10 of Division the 1995 each	with § 13260) of Part 2 of art 3 of Division 13 of, and 104 of, the Health and dition of the California Buary 1, 1994, to be equipus	or the pool s Safety Code. uilding Standa	afety stand Window se rds Code. §	dards of Article 2.5 curity bars may not 1101.4 of the Civil
	afte alte this	er January 1, ered or impro dwelling ma	2017 oved i sy not	Additionally s required to comply with	y, on and after to be equipped w § 1101.4 of the	اanuary 1, 201 vith water-cons	4, a single-family residen serving plumbing fixtures	ice built on or	before Jani	uary 1, 1994, that is
C.		Substances	s, mat		ducts which m		onmental hazard such as hemical storage tanks, a			water
	2.						 landowners, such as wa			s,
	_					•	effect on the subject pro			= =
	3.	•					y affect your interest in t			
	4. 5.						ns or repairs made witho ns or repairs not in comp			
	٥.	(Note to C	4 and	d C5: If trans	feror acquired t	he property wit	hin 18 months of accepti	ing an offer to	sell it, trans	feror Tes X 140
					sures regardino Questionnaire (		litions, structural modific SPQ).)	ations, or oth	er alteration	ns or
	6.						n thereof			
	7.						oil problems			
	8.	0.			, ,					
	9.						fire, earthquake, floods, etback" requirements			
		-		•						
					-		subject property			= =
		Any "comm	on ar	ea" (facilities	s such as pools	, tennis courts,	walkways, or other area	as co-owned i	n undivided	
	15			,						
		Any lawsuit	s by	or against the	e Seller threate	ning to or affec	ting this real property, claims fo	aims for dama	ges by the	Seller
							laims for breach of an e			
		pursuant to	§ 90	03 threateni	ng to or affect	ing this real p	roperty, including any la	wsuits or cla	ms for dan	nages
							real property or "commor			
							in undivided interest with			
If th	ne ar <b>2</b> .	swer to any Shared fence	of the	ese is yes, ex ith adjoining h	ouse. 12. Please	additional shee see CC&R's docu	ts if necessary.): Seller has own insperument attached.	s never occupied this ections performed a	s property. Seller nd verify all infor	encourages Buyer to have th mation relating to this proper
D.	1.	Code by ha regulations	ving o	operable smo applicable lo	oke detector(s) cal standards.	which are appr	crow, will be in compliar oved, listed, and installed	d in accordance	ce with the	State Fire Marshal's
	2.	The Seller	certifie	es that the pr	operty, as of th	e close of escr inchored, or sti	ow, will be in compliance rapped in place in accord	with § 19211 dance with ap	of the Heal plicable law	th and Safety Code ′.
	ler c ler.						o the best of the Seller' ner on behalf of	's knowledge	as of the	date signed by the
Sel	ler	Meg	an	Meyer		Opendoor P	roperty Trust I	Da	te	11/08/2024
Sel	ler							Da	te	
TD	S RF	VISED 6/24	(ΡΔ	SE 2 OE 3)			В	Ruver's Initials	,	

Property Address:	19673 Crestmont PI, Riv	verside, CA 925	08	Date:11/08/2024
	III. AGENT'S INSPE	CTION DIS	CLOSURE	
(To be comple	eted only if the Seller is rep	presented b	y an agent in this transac	tion.)
THE UNDERSIGNED, BASED OF THE PACKETS OF THE PACKET	A REASONABLY COM	PETENT A	AND DILIGENT VISUAL	INSPECTION OF THE
See attached Agent Visual Inspection Agent notes no items for disclosure Agent notes the following items:	re.			
Agent (Broker Representing Seller) _	Opendoor Brokerage Inc. (Please Print)		Charmains Frank Associate Licensee or Broker Signat	Date11/08/2024
(To be completed o THE UNDERSIGNED, BASED O ACCESSIBLE AREAS OF THE P		otained the	offer is other than the age AND DILIGENT VISUA	,
See attached Agent Visual Inspection Agent notes no items for disclosure Agent notes the following items:	re.			
Agent (Broker Obtaining the Offer)		By	Associate Licensee or Broker Signat	 Date
V. BUYER(S) AND SELLER(S) PROPERTY AND TO PROV SELLER(S) WITH RESPECT	IDE FOR APPROPRIATE	PROFESS PROVISI	IONAL ADVICE AND/OR ONS IN A CONTRACT I	INSPECTIONS OF THE
I/WE ACKNOWLEDGE RECEIPT Seller Megan Meyer	OF A COPY OF THIS ST			Data
Authoriz	ed signer on behalf of  r Property Trust I  Date			
Agent (Broker Representing Seller)	Opendoor Brokerage Inc. (Please Print)	By	Charmains Frank ssociate Licensee or Broker Signatu	Date1/08/2024
Agent (Broker Obtaining the Offer)	(Please Print)	By	ssociate Licensee or Broker Signatu	Date
	(i icase i iiiit)	(7	Sociale Liverisee of Dionel Signatu	10)

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

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

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TDS REVISED 6/24 (PAGE 3 OF 3)



# **SELLER PROPERTY QUESTIONNAIRE**

(C.A.R. Form SPQ, Revised 6/24)

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

OCIICI II	19673 Crestmont PI, Riverside, CA 92508					
situated	in Riverside	. County of	Riverside	California	("Propert	v").
	property is a duplex, triplex or fourplex. A SPQ is required for	all units. This SP	Q is for ALL units	s (or only unit(s)	).	, ,-
	closure Limitation: The following are representations					f the
Ag sul par or	ent(s), if any. This disclosure statement is not a warra stitute for any inspections or warranties the principal( t of the contract between Buyer and Seller. Unless othe other person working with or through Broker has not v alified to advise on real estate transactions. If Seller or Bu	anty of any kind s) may wish to rwise specified i rerified information	by the Seller obtain. This dis in writing, Broke on provided by	or any agents(s) a sclosure is not int er and any real est Seller. A real esta	and is n ended to tate licer ate broke	ot a o be nsee
	te to Seller, PURPOSE: To tell the Buyer about known ma					f the
	perty and help to eliminate misunderstandings about the cond Answer based on actual knowledge and recollection at this ti Something that you do not consider material or significant material or significant material because the total significant material and the spour was to support the second of	lition of the Proper ime. ay be perceived di the Property toda what to disclose sult a real estate	rty. ifferently by a Bug ay. or how to make attorney in Calif	yer. e a disclosure in re fornia of your choos	esponse sing. A br	to a
	cannot answer the questions for you or advise you on the leg					
3. No of t	te to Buyer, PURPOSE: To give you more information about the Property and help to eliminate misunderstandings about the Something that may be material or significant to you may not If something is important to you, be sure to put your concerns Sellers can only disclose what they actually know. Seller may Seller's disclosures are not a substitute for your own investig	e condition of the I t be perceived the s and questions in y not know about a	Property. same way by the writing (C.A.R. f all material or sig	e Seller. form BMI). Inificant items.	or desira	ability
4. SE	LER AWARENESS: For each statement below, answer the q				"Yes" or	"No "
	yes" answer is appropriate no matter how long ago the					
oth	erwise specified. Explain any "Yes" answers in the space prov	ided or attach add	itional comments	and check paragrap	oh 19.	
5. DO	CUMENTS:		AF	RE YOU (SELLER) A	AWARE (	
(who per eas Sel <b>No</b>	corts, inspections, disclosures, warranties, maintenance recether prepared in the past or present, including any previous taining to (i) the condition or repair of the Property or any is ements, encroachments or boundary disputes affecting the Paler	ous transaction, a mprovement on the property whether of	nd whether or r his Property in the ral or in writing a	not Seller acted upon he past, now or pro and whether or not pr	on the it oposed; c rovided to	tem), or (ii) o the
6. ST	ATUTORILY OR CONTRACTUALLY REQUIRED OR RELAT	ED:	AF	RE YOU (SELLER) A	AWARE	OF
A.	Within the last 3 years, the death of an occupant of the Prope (Note to seller: The manner of death may be a material fact death by HIV/ AIDS.)	erty upon the Prop	erty	`	Yes x	_
В.	An Order from a government health official identifying the Pro	operty as being co	ntaminated by			
	methamphetamine. (If yes, attach a copy of the Order.)				Yes X	
	The release of an illegal controlled substance on or beneath				Yes x	No
D.	Whether the Property is located in or adjacent to an "industrial				Yes 🗶	∐No
_	(In general, a zone or district allowing manufacturing, comme	ercial or airport use	es.)	F	¬., _	٦
	Whether the Property is affected by a nuisance created by a				Yes x	∐ No
г.	Whether the Property is located within 1 mile of a former fede (In general, an area once used for military training purposes munitions.)	that may contain p	ootentially explos	sive	Yes 🗶	. No
G.	Whether the Property is a condominium or located in a plann	ned unit developme	ent or other		] 163 <b>X</b>	] 140
	common interest subdivision				Yes X	No
H.	Insurance claims affecting the Property within the past 5 year				Yes x	No
I.	Matters affecting title of the Property				Yes x	≓.
J.	Plumbing fixtures on the Property that are non-compliant plu	mbing fixtures as o	defined by Civil C	Code § 1101.3 🛚	Yes	No
	alifornia Association of REALTORS®, Inc.  EVISED 6/24 (PAGE 1 OF 4) Buyer's Initials	<u> </u>	Seller's Initials	mm,	_ [	全
	SELLER PROPERTY QUESTION	NNAIRE (SPQ			EQUA OPF	AL HOUSING PORTUNITY

Pro	perty Address 19673 Crestmont PI, Riverside, CA 92508	
	<ul> <li>K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings more units on the Property prepared within the last 6 years, or 9 years for condominiums</li></ul>	Yes <b>x</b> No
	Explanation, or (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify complia	
7.	<ul> <li>A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims)</li> <li>B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property for the purpose of energy or water efficiency improvement or renewable energy?</li> <li>C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)</li> <li>D. Any part of the Property being painted within the past 12 months</li> <li>E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)</li></ul>	Yes X No perty done Yes X No Yes X No Yes X No Yes X No Yes No Yes X No Started or No Procy Lead- No No Scollectively No Ind (ii) the If or which for those for those for those in and the In the property as needed.
8.	ARE YOU  A. Defects in any of the following (including past defects that have been repaired): heating, air co electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances  B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)	or septic, grading,
9.	PISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:  ARE YOU Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged of the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not a received was actually used to make repairs  If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurant Property  (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that fede USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief prov Explanation:	damage to ny money
10.	WATER-RELATED AND MOLD ISSUES:  ARE YOU  A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water soil settling or slippage, on or affecting the Property  B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the PC. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting Property or neighborhood  Explanation:  A. see section 13 E  C. Buyer is encouraged to review up to date flood maps for current information	er-relatedX Yes No Property. Yes X No ag the
11.		(SELLER) AWARE OF
SPO	A. Past or present pets on or in the Property	Yes X No

Pro	perty	y Address: 19673 Crestmont PI, Riverside, CA 92508			
	B. C.	Past or present problems with livestock, wildlife, insects or pests on or in the Property	Yes	_	
	D.	Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above			
	Exp	planation:			
12.	во	UNDARIES, ACCESS AND PROPERTY USE BY OTHERS:  ARE YOU (SELLER)	AWAF	RE C	)F
	A.	Surveys, easements, encroachments or boundary disputes	Yes	X	No
	В.	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		Nc
	C.	Use of any neighboring property by you	Yes	Ŷ	No
		planation:			
13		NDSCAPING, POOL AND SPA:  ARE YOU (SELLER)	ΔWΔF	e c	)F
	Α.	Diseases or infestations affecting trees, plants or vegetation on or near the Property	Yes		
	В.	Operational sprinklers on the Property	Yes		No
		(1) If yes, are they automatic or manually operated.	_	ш	
		(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system $\square$ Yes $\boxed{\mathbf{x}}$ No		_	
	C.	A pool heater on the Property	Yes	X	No
	_	If yes, is it operational?	<b>¬</b>		
	D.	A spa heater on the Property	Yes	X	No
	_	If yes, is it operational?			
	⊏.	stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters			
		and cleaning systems, even if repaired	x Yes		No
	Exp	planation: E. Repaired minor leaks in pool equipment. Installed a new sprinkler			
14.	СО	NDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)			
		ARE YOU (SELLER)			
		Property being a condominium or located in a planned unit development or other common interest subdivision	Yes	X	No
		Any Homeowners' Association (HOA) which has any authority over the subject property	Yes	×	No
	C.	Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)	Yes		Nic
	D.	CC&R's or other deed restrictions or obligations	Yes		
		Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or		ш	
		litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property	Yes	x	No
	F.	CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property	¬	V	N.I
		(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or	Yes		INC
		HOA Committee requirement Yes No			
		(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA			
	Exp	Committee			
15.		LE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:  ARE YOU (SELLER)			
	Α.	Other than the Seller signing this form, any other person or entity with an ownership interest	Yes		
		Leases, options or claims affecting or relating to title or use of the Property	Yes	X	NC
	О.	notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property,			
		Homeowner Association or neighborhood	Yes	x	No
	D.	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
	E.	Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject	٦,,	_	
	_	property, whether in writing or not	Yes	X	No
	г.	interest based groups or any other person or entity.	Yes	x	No
	G.	Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration,	_	_	
	ы	modification, replacement, improvement, remodel or material repair of the Property	Yes	X	No
	н.	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	Y	Nc
	Exn	Dlanation:  D. Shared fence line with adjoining house.			. •0
	-^\	2. Onative totice into that dejoining needs.			
				_	_

Buyer's Initials \_\_\_\_\_/ SPQ REVISED 6/24 (PAGE 3 OF 4)

Seller's Initials MM\_/

16.	NEIGHBORS/NEIGHBORHOOD:  A. Neighborhood noise, nuisance or other problems from so Neighbors, traffic, parking congestion, airplanes, trains, lice parks, refuse storage or landfill processing, agricultural restaurants, entertainment complexes or facilities, parades, construction, air conditioning equipment, air compressed underground gas pipelines, cell phone towers, high voltage to the Property  Explanation:	ght rail, subway, trucks, freeways, buses, schools, operations, business, odor, recreational facilities, sporting events, fairs, neighborhood parties, litter, ors, generators, pool equipment or appliances, ransmission lines, or wildlife	Yes X No
17.	GOVERNMENTAL:  A. Ongoing or contemplated eminent domain, condemnation, a applies to or could affect the Property	ARE YOU (SELLER) annexation or change in zoning or general plan that by restrictions, improvement restrictions or retrofit to or could affect the Property suppear on the Property tax bill that apply to or could arby Government facilities or amenities such as a Property (i) that tall grass, brush or other vegetation g, removal or cutting or (iii) that flammable materials apply to or could affect the Property an existing or proposed Historic District private water supplier, agency or utility; or restrictions and address and the city which has jurisdiction	Yes X No
	OTHER:  A. Any occupant of the Property smoking or vaping any substant B. Any use of the Property for, or any alterations, modification the Property due to, cannabis cultivation or growth	s, improvements, remodeling or material change to actured or Mobile home for actured or Mobile home fo	Yes X No
add ack that	Property not otherwise disclosed to Buyer	thed addendum contains an explanation or additioner to line and question number in explanation.  The explanation of additional explanation or additional explanation.  The explanations and comments on this form and set of Seller's knowledge as of the date signed by the sted by this form is independent from any duty of the explanation of the explanations.	any attached Seller. Seller of disclosure
Sell			/08/2024
Sell	erOpendoor	Property Trust I Date 11 Date Date	
Ву	signing below, Buyer acknowledges that Buyer has re perty Questionnaire form.	ad, understands and has received a copy of	f this Seller
Buy	/er	Date	
Buy		Date	
of th BY T ANY OR	24, California Association of REALTORS®, Inc. United States copyright law (Title 17 is form, or any portion thereof, by photocopy machine or any other means, including the CALIFORNIA ASSOCIATION OF REALTORS®, NO REPRESENTATION IS MAD SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made at the California Association of REALTORS®.	g fassimile or computerized formats. THIS FORM HAS BEEN APPR DE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISI I TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE L	OVED ON IN .EGAL

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# **Opendoor**

# 19673 Crestmont PI, Riverside, CA 92508

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

Description	Contractor	Contractor Information
Repainted interior of property. Refinished the tub/shower tile surround both sides.	QAT General Construction - RIV	Zamora General Construction Corp - RIV zamoraconstructionroofing@gmai I.com (951) 557-2497
Replaced carpet	Redi Carpet Inc - RIV	Redi Carpet Inc - RIV don.roberts@redicarpet.com (623) 383-5164

RECEIVED FOR RECORD
AT 8350 OCLOCK CHICAGO TITLE CO. Recording requested by and when recorded return to: Curtis E. Knudsen THOMAS, LUEBS & MORT 3737 Main Street, Suite 1010 Riverside, CA 92501

543327-30 **DECLARATION OF CONDITIONS AND RESTRICTIONS** 

30/5

This Declaration Of Conditions And Restrictions ("Declaration") is made and declared this 6+h day of 0c 708 pe , 1992, by Regional Properties, Inc., a California corporation ("Developer") and National Railroad Passenger Corp., a District of Columbia corporation ("NRPC").

#### RECITALS

- A. Developer owns certain real property located in the City of Riverside, County of Riverside, State of California and legally described as Parcels 2, 3, 14 and 15 of Parcel Map 23178, as shown by Map on file in Book 158, Pages 20, 21 and 22 of Parcel Map, and Parcels 8, 9 and 10 of Parcel Map 4806 as shown by Map on file in Book 7, Pages 8 through 12 of Parcel Maps, in the Office of the County Recorder of said County ("Developer Parcels").
- B. NRPC has purchased certain real property from Developer located in the City of Riverside, County of Riverside, State of California and legally described as Parcel 1 of Parcel Map 23178 shown by Map on file in Book 158, Pages 20, 21 and 22 of Parcel Maps, in the Office of the County Recorder of said County ("NRPC Parcel").
- C. Developer and NRPC intend that all portions of the Developer Parcels shall be developed for uses compatible with NRPC's use of the NRPC Parcel and desire to declare certain covenants and agreements as set forth below:

#### **DECLARATION**

# Development Restriction.

Developer and NRPC agree that the development and use of the Developer Parcels shall be restricted to the manner of development and uses permitted under the applicable zoning ordinances, map and regulations as they exist upon the date of the recording of this Declaration and that no portion of the Developer Parcels shall be used in a manner inconsistent with or contrary to said zoning ordinances, maps or regulations.

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#### Consent Required For Modification.

No application or request for a modification of, variance from or exemption from the existing zoning ordinances, maps and regulations may be requested or filed by the owner of the Developer Parcels, or any of them, without the written consent of NRPC, which consent may be withheld by NRPC in its sole discretion for any reason, except that such consent may not be unreasonably withheld for any minor modification, variance or exemption that does not materially affect the character, density, use or value of the Developer Parcels or the NRPC Parcel.

#### 3. Further Subdivision.

NRPC agrees, upon reasonable request of Developer or its successors or assigns, to release from the description of "Developer Parcels" hereunder any subdivided parcel of any of the Developer Parcels that is entirely located more than 250 feet from any portion of the NRPC Parcel.

#### Freely Negotiated.

The provisions of this Declaration have been duly and freely negotiated and considered by the parties hereto with the assistance and advice of counsel of their own choosing.

# 5. Enforcement of Covenants and Restrictions.

This Declaration may be enforced by NRPC and its successors and assigns against any person violating or attempting or threatening to violate any provision of the same, which enforcement may occur by legal proceedings to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder or to recover damages for any breach or default hereof, or any other remedy available at law or in equity, or by any combination of any of the foregoing, all remedies in connection herewith being cumulative and non-exclusive except as otherwise provided by law. It is specifically agreed that any violation of any provision, restriction or requirement hereof shall automatically entitle any person entitled to seek relief therefore to equitable relief including, but not limited to, a mandatory or negative injunction or a decree for specific performance.

#### 6. Attorneys' Fees.

In the event any party shall institute any action or proceeding against another party seeking to enforce the provisions of this Declaration, the unsuccessful litigant in such action or proceeding agrees to reimburse the successful litigant therein for the reasonable expenses of attorneys' fees, expert witness fees and disbursements incurred in connection with any such action or proceeding and any appeals therefrom by the successful litigant. The litigant receiving the more significant relief shall be deemed the successful litigant.

# 7. Rinding Effect.

The provisions of this Declaration shall run with and bind the Developer Parcels and any of Developer's respective successors and assigns who acquire an interest in any portion of said Developer Parcels, and shall benefit and be appurenant to the NRPC Parcel and shall inure to the benefit of the NRPC Parcel and NRPC and its respective successors and assigns who acquire an interest in any portion of the NRPC Parcel.

#### 8. Waivers.

No delay or omission by a party in exercising any right or power accruing upon any breach of any of the provisions of this Declaration shall constitute or give rise to a waiver of such event or any such subsequent or similar event, and no consent or waiver of any breach shall affect any other breach. The consent or approval by any party to or of any act or request by any other party shall not be deemed to waive or render unnecessary the consent or approval to any subsequent or similar acts or requests.

#### 9. Term.

The terms and conditions of this Declaration shall be effective as of the date first written above and shall continue in full force and effect until the sooner of (i) twenty-five (25) years following the date hereof, or (ii) the sale or conveyance of the NRPC Parcel by NRPC to an un-related third party.

### 10. Counterparts.

This Declaration may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Regional Properties, Inc., a California corporation

Name: Mark Rubin Title: President

National Railroad Passenger Corp., a District of Columbia corporation

By:
Tony DeAngelo, Vice President
Real Estate and Operations Development

# 7. Binding Effect.

The provisions of this Declaration shall run with and bind the Developer Parcels and any of Developer's respective successors and assigns who acquire an interest in any portion of said Developer Parcels, and shall benefit and be appurtenant to the NRPC Parcel and shall inure to the benefit of the NRPC Parcel and NRPC and its respective successors and assigns who acquire an interest in any portion of the NRPC Parcel.

#### Waivers.

No delay or omission by a party in exercising any right or power accruing upon any breach of any of the provisions of this Declaration shall constitute or give rise to a waiver of such event or any such subsequent or similar event, and no consent or waiver of any breach shall affect any other breach. The consent or approval by any party to or of any act or request by any other party shall not be deemed to waive or render unnecessary the consent or approval to any subsequent or similar acts or requests.

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By:

Regional Properties, Inc., a California corporation

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Title:	
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STATE OF CALIFORNIA )  LOS ANGELES ) SS.  COUNTY OF RIVERSIDE )
On September 30, 1992, before me, the undersigned Notary Public in and for said State, personally appeared. Mark Rubin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.
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STATE OF CALIFORNIA ) ss.
COUNTY OF RIVERSIDE ) ss.
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Notary Public

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WHEN RECORDED MAIL TO:

CITY CLERK City of Riverside City Hall, 3900 Main Street Riverside, California 92522

Project: Tract 28491-4

# 2000-250433

98/28/2008 08:000 Fee:15.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Cary L. Orac
Assessor, County Clerk & Recorder



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# **DECLARATION OF NOTICE OF BUILDING SETBACK RESTRICTIONS**

THIS DECLARATION OF NOTICE is made and entered into this 20 TM day of May 1999, by SHEA HOMES LIMITED PARTNERSHIP, a California Limited Partnership, ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property ("the Property") situated in the City of Riverside, County of Riverside, State of California:

Lots 1 through 59 of Tract 28491-4 as shown by map on file in Book 293 of Maps, at pages 56 through 58 thereof, Records of Riverside County, California.

- B. Declarant desires to develop the Property as a residential subdivision. Therefore, Declarant has filed with the City of Riverside ("City") an application to divide the Property into approximately fifty-nine (59) lots by Tract Map 28491-4.
- C. The Property consists of approximately 19.133 vacant acres situated on the east side of Trautwein Road, south of Northrop Drive, within the City of Riverside. The Property is in the Manufacturing Park ("MP") Zone (tentatively approved for the Single Family Residential (R-1-65) Zone under Zoning Case RZ-005-934).
- D. To comply with one of the conditions of approval imposed by City for the approval of Tract Map 28491-4, Declarant is required to provide a covenant and agreement or a statement in a Declaration of Covenants, Conditions and Restrictions (CC&R's) to the specifications of the Planning and Legal Departments which informs future buyers of the following:
  - A 40 foot rear or side yard building setback on lots adjacent to March Air Force Base and existing industrially zoned property.

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Declarant is required to record such covenant and agreement or CC&R's in the office of the County Recorder of Riverside County, California prior to the recording of the final map for Tract 28491-4.

E. It is the desire of Declarant to comply with the above noted condition by this document.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for the approval of Tract Map 28491-4, Declarant, for itself and its successors and assigns, hereby covenants and agrees with the City of Riverside that Declarant shall give in writing to any prospective purchaser of the Property prior to sale a written notice providing the following information:

Building Setback Requirements (March Air Force Base). A 40 foot rear and/or side yard building setback from the common property line shall be provided as necessary for future dwellings on residential lots adjacent to March Air Fore Base.

Building Setback Requirements (Industrially Zoned Property). A 40 foot rear and/or side yard building setback from the common property line shall be provided as necessary for future dwellings on residential lots adjacent to existing industrially zoned property.

Declarant future convenants and agrees that the terms of this Declaration of Notice may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms of this Declaration of Notice, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

Declarant further agrees that the Property and each lot thereof shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration of Notice. The terms of this Declaration of Notice shall run with the land and each and all of its terms shall be binding upon Declarant, its successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.



IN WITNESS WHEREOF Declarant has caused this Declaration of Notice to be executed the day and year first written above.

SHEA HOMES LIMITED PARTNERSHIP, a California Limited Partnership By: J. F. SHEA CO., INC., a Nevada corporation, General Partner

STANT SECRETARY

By: JIM MASSEY
Title: ASSISTANT SECRETARY

By: JUNE CONG

APPROVED AS TO CONTENT:

Planning Department

Title:

APPROVED AS TO FORM:

Assistant City Attorney

2990-259433 96/29/2009 96-60A

# STATE OF CALIFORNIA **COUNTY OF ORANGE**

On May 20, 1999 before me, Genene Duchene Larsen, Notary Public, personally appeared Linda C Tong and Jim Massey ,personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Genene Duchene Larsen

Commission Number: 1182858 Expiration Date: June 5, 2002

GENENE DUCHENE LARSEN Commission # 1182858 Notary Public - California Orange County My Comm. Expires Jun 5, 2002

California General Purpose Acknowledgment For all documents executed in the State of California

2660-256433 66/28/2866 88 4 of 4