



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 Santee, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,

DESCRIBED AS 10236 Brightwood Ln# Unit 6, Santee, CA 92071

THIS STATEMENT A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 06/20/2024. NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) THIS TRANSACTION, AND NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES HE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 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 air pollution annoyances, earthquake, fire, flood, 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 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 INFORMATION

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

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

Seller is occupying the property.

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

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

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)

Property Address: 10236 Brightwood Ln# Unit 6, Santee, CA 92071 Date: 06/20/2024

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, amenity is not a precondition of sale 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 § 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 may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 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 § 1101.4 of the Civil Code.

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

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

12) Buyer to confirm CC&Rs per neighborhood

13/14) Morningside Owners Association, Inc, phone number: (858) 495-0900, main Fee: \$320.00 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 § 13113.8 of the Health and Safety Code by having operable smoke detectors 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 § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, strapped in place in accordance with applicable law.

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

Seller Megan Meyer Authorized Signer on Behalf of Opendoor Property Trust I Date 06/20/2024

Seller _____ Date _____

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Buyer's Initials _____ / _____

Seller's Initials MM / _____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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Property Address: 10236 Brightwood Ln# Unit 6, Santee, CA 92071 : 06/20/2024

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 For)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Gabriel Valdez Date 06/20/2024
(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 For)
- 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 INSPECTION 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 Behalf of} Opendoor Property Trust I Date 06/20/2024 Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Gabriel Valdez Date 06/20/2024
(Please Print) (Associate Licensee or Broker Signature)

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

§ 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 QUALIFIES TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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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.

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.

Seller makes the following disclosures with regard to the real property or manufactured home described as 10236 Brightwood Ln# Unit 6, Santee, CA 92071, Assessor's Parcel No. 384-081-26-01 situated in Santee, County of San Diego 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.

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.

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.

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.

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, and whether or not Seller acted upon the item), 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. 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. B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. C. The release of an illegal controlled substance on or beneath the Property. D. Whether the Property is located in or adjacent to an "industrial use" zone. E. Whether the Property is affected by a nuisance created by an "industrial use" zone. F. Whether the Property is located within 1 mile of a former federal or state ordnance location. G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision.



Property Address: 10236 Brightwood Ln# Unit 6, Santee, CA 92071

- H. Insurance claims affecting the Property within the past 5 years Yes No
I. Matters affecting title of the Property Yes No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No
K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
Explanation, or (if checked) see attached; J) 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 (if No, leave (a) and (b) blank)..... Yes 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 painting done for the 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
D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) Yes No
(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. Replaced new hose bib. Replaced with new smoke/CO detector. Installed new carpet at all previously carpeted locations.

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
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation: _____

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: _____

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: A. Previous seller had pet(s)-details unknown.

C. Pet odor present in the property, details unknown.

SPQ REVISED 12/23 (PAGE 2 OF 4)

Buyer's Initials _____ / _____

Seller's Initials MM / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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Property Address: 10236 Brightwood Ln# Unit 6, Santee, CA 92071

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes
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
C. Use of any neighboring property by you

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property
B. Operational sprinklers on the Property
C. A pool heater on the Property
D. A spa heater on the Property
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

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision
B. Any Homeowners' Association (HOA) which has any authority over the subject property
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)
D. CC&R's or other deed restrictions or obligations
E. 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
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

Explanation: B) Property is part of HOA D) Buyer to confirm CC&Rs per neighborhood F.) Contact HOA for specific guidelines and requirements.

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest
B. Leases, options or claims affecting or relating to title or use of the Property
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
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
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not
F. 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
G. 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
H. 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

Explanation: D. Property is a townhouse, party walls present.



Property Address: 10236 Brightwood Ln# Unit 6, Santee, CA 92071

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 might impact the use, development and enjoyment of the Property Yes No

Explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property 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/ mailing address and the city which has jurisdiction over the property Yes No

Explanation: _____

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. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No
- 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 No

Explanation: _____

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.

Authorized Signer on Behalf of

Seller Megan Meyer Opendoor Property Trust I Date 06/20/2024
Seller _____ 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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525 South Virgil Avenue, Los Angeles, California 90020



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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

Required Statement of Fees - Demand (Required Civil Code Sec. 4525)
Morningside Owners Association
Walters Management

Property Information:

10236 Brightwood Ln Unit: Unit 6
 Santee, CA 92071-8461
 Seller: [REDACTED]
 Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

Requestor:

OS National
 Processing Team
 678-282-2342
 Estimated Closing Date: 06-17-2024

General Information

This information is good through	05-03-2024
Is this account in collections?	No
The regular assessment is paid through:	04/30/2024
The regular assessment is next due:	05-01-2024
What day of the month are regular assessments due?	1st
How many days after the due date is the regular assessment considered delinquent?	16
The penalty for delinquent assessments is:	32.00

Specific Fees Due To Morningside Owners Association

Assessment Data:	
Assessment (Frequency: Monthly)	\$320.00
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):	\$320.00
Assessment	\$320.00

General Association Information

Are there any violations against this unit? Yes

Comments: Please contact Holly Keller at holly.keller@waltersmanagement.com regarding this violation.

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

Comments: Excluding routine collection and compliance matters, we are unaware of any claims or litigation in which the Association is named as a plaintiff or defendant.



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)
Morningside Owners Association
Walters Management

Property Information:

10236 Brightwood Ln Unit: Unit 6
Santee, CA 92071-8461
Seller: [REDACTED]
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

Requestor:

OS National
Processing Team
678-282-2342
Estimated Closing Date: 06-17-2024

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

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 Yes

Comments: No Owner may lease such Owner's Condominium for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes. Please see Rental Information Document.

Insurance Information

Insurance broker's or agent's company name:	LaBarre/Oksnee Insurance KH
Identify the insurance agent's name:	Keith Hatch
Insurance agent's phone number:	800-698-0711
Insurance agent's fax number:	949-382-6046
Insurance agent's email address:	keith@hoa- insurance.com

Teresa Steward

Teresa Steward, Escrow Staff

Date: 05-03-2024

Walters Management

Phone: 858-495-0900



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

Morningside Owners Association

Walters Management

Property Information:

10236 Brightwood Ln Unit: Unit 6

Santee, CA 92071-8461

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 06-17-2024

Comments:

Sub-meter charges: Water charges for this property are to be paid prior to closing. You must contact California Sub-meters at escrowdemands@calsubmeter.com for a total of any outstanding amounts due on the account through the close of escrow date. The amount will then need to be included in the final escrow demand and a check mailed to California Sub-Meters. Any questions, contact California Sub-meters at 858-571-8999.

Written or verbal updates are no longer provided through our office. Please contact HomeWiseDocs.com directly to order your update. Please provide seller's forwarding mailing address at close of escrow.

Excluding routine collection and compliance matters, we are unaware of any claims or litigation in which the Association is named as a plaintiff or defendant.

Fair Debt Collection Practices Disclosures (FDCPA)

As required by FDCPA and if this communication is regarding your assessment account or other debt, please be advised that Walters Management may be considered a debt collector and any information we receive in any and all communications will be used for the purpose of collecting a debt.

Unless you contact this office within thirty days of the date that you receive this communication, we will assume that the debt is valid. If you notify us in writing within that thirty-day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt and will mail the same to you. If we receive such written notification from you, all efforts to collect this debt will cease until verification is made. The Homeowners Association is original creditor for this debt. Upon receipt of a written request from you within thirty days, we will provide you with the Association's address.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)
Morningside Owners Association
Walters Management

Property Information:

10236 Brightwood Ln Unit: Unit 6
 Santee, CA 92071-8461
 Seller: [REDACTED]
 Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

Requestor:

OS National
 Processing Team
 678-282-2342
 Estimated Closing Date: 06-17-2024

Fee Summary

Amounts Prepaid

Design Guidelines (Non Required Civil Code Sec. 4525)	\$30.00
Insurance Dec Page (Non Required Civil Code Sec. 4525)	\$35.00
Litigation (Non Required Civil Code Sec. 4525)	\$30.00
Rental Restrictions (Required Civil Code Sec. 4525)	\$0.00
Reserve Reports (Non Required 4525)	\$55.00
Closing Statement of Fees, Association Documents and Minutes (Required Civil Code Sec. 4525)	\$457.00
Current Unaudited Financial Documents (Non Required 4525)	\$40.00
Convenience Fee	\$9.95
Total	\$656.95

Fees Due to Walters Management

Transfer Fee	\$300.00
Total	\$300.00

Fees Due to Morningside Owners Association

Prepaid Assessments	\$320.00
Sub-Meter Fee	\$50.00
Owner Current Balance	\$320.00
Total	\$690.00



Required Statement of Fees - Demand (Required Civil Code Sec. 4525)
Morningside Owners Association
Walters Management

Property Information:

10236 Brightwood Ln Unit: Unit 6

Santee, CA 92071-8461

Seller: [REDACTED]

Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

Requestor:

OS National

Processing Team

678-282-2342

Estimated Closing Date: 06-17-2024

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 X8MYRWXJK ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to Walters Management

Transfer Fee	\$300.00
Total	\$300.00

Fees Due to Morningside Owners Association

Prepaid Assessments	\$320.00
Sub-Meter Fee	\$50.00
Owner Current Balance	\$320.00
Total	\$690.00

Include this confirmation number X8MYRWXJK on the check for \$300.00 payable to and send to the address below.

Walters Management
9665 Chesapeake Dr. #300
San Diego, CA 92123

Include this confirmation number X8MYRWXJK on the check for \$690.00 payable to and send to the address below.

Morningside Owners Association
9665 Chesapeake Dr. #300
San Diego, CA 92123



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

Morningside Owners Association

Walters Management

Property Information:

10236 Brightwood Ln Unit: Unit 6
Santee, CA 92071-8461
Seller: [REDACTED]
Buyer: OPENDOOR PROPERTY TRUST I, a Delaware

Requestor:

OS National
Processing Team
3097 Satellite Blvd, Suite 500
Duluth , GA 30096
678-282-2342
souprocessing@osnational.com

Closing Information

File/Escrow Number: CA105701
Estimated Close Date: 06-17-2024
HomeWiseDocs Confirmation #: X8MYRWXJK

Sales Price: [REDACTED]
Closing Date:
Is buyer occupant? No

Status Information

Date of Order: 04-22-2024
Board Approval Date:
Order Completion Date: 05-03-2024
Date Paid: 04-24-2024

Order Retrieved Date:
Inspection Date:

Community Manager Information

Company: Walters Management
Completed By: Teresa Steward
Primary Contact: Teresa Steward
Address:
9665 Chesapeake Dr. #300
San Diego, CA 92123
Phone: 858-495-0900
Fax: 858-495-0909
Email: teresa.steward@waltersmanagement.com





Christina A. Ciceron, Esq.
Keith S. Ciceron, Esq.
Jeffrey M. Seiple, Esq.

9655 Granite Ridge Drive
Suite 200
San Diego, CA 92123
619.577.4645

June 22, 2020

Re: **MORNINGSIDE OWNERS ASSOCIATION**

Adoption of Pool Area Emergency Rules

Dear Members and Residents,

This firm is general counsel to Morningside Owners Association (“Morningside”). We write to you at the direction of the Morningside Board of Directors (“Board”). In light of the County of San Diego Order of the Health Officer and Emergency Regulations (“Health Order”) effective June 9, 2020 which permits operation of community pools effective June 12, 2020, the Board enacted the enclosed emergency rules on June 19, 2020 to comply with the Health Order regulations and guidelines. **These emergency rules will take effect on June 27, 2020 and will remain until October 25, 2020.**

Among other requirements, the emergency rules require every adult resident eighteen (18) years and older, for themselves and as parents and/or guardians of the minor children in their households, to sign and return the enclosed “Waiver, Release, Assumption of Risk, and Hold Harmless Agreement” (“Waiver”) to:

Morningside Owners Association
c/o Walters Management
2300 Boswell Road, Suite 115
Chula Vista, CA 91914
Email: Nicole Swall at nswall@waltersmanagement.com
Fax: : (619) 656-6617

The pool area will be opened on Saturday, June 27, 2020. Prior to obtaining FOB access to the pool area, there must be a signed copy of the Release for Use of Common Area Amenities (the “Waiver”) on file at Walters Management and at the pool house. Persons who have not signed the waiver shall not be permitted access; therefore, no person shall open the pool gate for another person. For your convenience in expediting these requirements, a representative from the Morningside Board of Directors will be present at the pool area entrance on June 25th and 26th from 4:30 p.m. - 6:30 p.m. to allow on site turn in of your waiver and answer any questions you may have regarding the emergency rules.

Community Association Counsel

Morningside Owners Association
Re: Adoption of Emergency Pool Rules
Page 2 of 2

The MAXIMUM OCCUPANCY IS 20 PEOPLE IN THE POOL AREA AT ONE TIME. Please note that until further notice, the pool area is open to residents only – no guests are allowed. Morningside is relying upon the voluntary compliance of residents to adhere to these emergency rules. **Failure of residents to adhere to the rules may result in the pool being closed.**

Please carefully review the enclosed emergency rules and the Waiver and, if you would like access to the pool area, please sign and return the enclosed waiver as set forth above. Your cooperation is greatly appreciated by the Board in its effort to open your community's amenities.

Very truly yours,
CHRISTINA A. CICERON, APC



KEITH S. CICERON
ATTORNEY AT LAW

Enclosure: Emergency Rules; Waiver

EMERGENCY RULES REGARDING USE OF POOL AND BARBEQUE

Pursuant to California Civil Code (“CCC”) section 4360 related to the imminent threat to public health/safety arising out of Covid-19 and pool usage, Morningside Owners Association (“Morningside”) adopts the following emergency rules related to use of the pool and barbeque area:

A. Effective Dates

1. These rules shall remain effective for one hundred twenty (120) days, from June 27, 2020 through October 25, 2020.

B. Rules of Use For Pool & Barbeque

1. These rules are in addition to the rules contained in Morningside’s Rules & Regulations. These rules supersede any conflicting rules in the Rules & Regulations.

2. Hours of use shall be from 10:00 a.m. to 8:00 p.m., seven (7) days per week.

3. The pool and pool deck area shall be available to Owners and residents only. Guests shall not be permitted.

4. The maximum capacity for the pool and barbeque area shall be twenty (20) persons.

5. Owners and residents shall be permitted entry upon reading and signing a waiver provided by Morningside prior to entry. No access shall be granted without signing a waiver. Each person eighteen (18) years and older shall sign a waiver prior to entry. Owners and residents shall not open the pool area gate to other persons.

6. Face coverings are required for all persons two (2) years and older in/around the pool area, except when entering/exiting the pool water, and when in the pool water.

7. Social distancing of at least six feet (6’) shall be required, except for persons of the same household.

8. Morningside’s pool furniture has been removed. Residents may bring no more than two (2) chairs per household into the pool area to maintain social distancing. Other types of furniture, including but not limited to chaise lounge chairs, umbrellas, canopies, and tables are not permitted.

9. Small personal flotation devices are permitted (e.g. pool noodle, water wings, life jacket, toddler pool float); however, flotation rafts shall not be permitted.

10. Due to limited capacity, Owners and residents shall use the pool and barbeque area for a period not to exceed two (2) hours.

11. Only one (1) barbeque will be operational. Owners and residents utilizing the barbeque shall not loiter after grilling to allow others to utilize the barbeque. Picnicking in the pool/barbeque area is not permitted.

12. A resident that has tested positive for, was exposed to a person with, or exhibits symptoms of Covid-19 shall not be permitted to use the pool and barbeque area until that resident has complied with the United States Centers for Disease Control and Prevention (“CDC”) recommendations regarding isolation and is symptom free from Covid-19.

C. Violations

EMERGENCY RULES REGARDING USE OF POOL AND BARBEQUE

1. Owners remain responsible for the conduct of his/her residents and/or tenants. Therefore, owners shall ensure his/her residents and/or tenants are provided a copy of these rules.
2. Violations of these rules may subject the violator to immediate removal. In addition, the responsible owner may be subject to Morningside's enforcement and fine policy. If necessary, Morningside may contact local authorities to ensure residents comply with these rules.
3. Morningside reserves the right to close the pool and barbeque area to all residents if these rules are not followed.

D. Reminders

1. The spa / hot tub, water fountain, one (1) barbeque in the pool area, and charcoal barbeque, tot lot, and the recreation room shall remain closed until further notice.
2. All persons are encouraged to review and abide by recommendations provided by the CDC, State of California, and County of San Diego related to precautions each person can take to minimize possible exposure to Covid-19, including but not limited to frequent hand washing, wearing face and hand coverings, social distancing, and minimizing touching common surfaces.
3. All persons are encouraged to utilize the sanitizing stations provided by Morningside to disinfect common touchpoints before/after use. Morningside will be checking these stations periodically to ensure these stations are stocked with sanitizing supplies. These can be found at the following locations: (a) entrance/exit gate; (b) barbeque; (c) external showers; (d) inside each restroom. In addition, all persons are encouraged to bring her/his own disinfecting wipes and/or sanitizer.
4. A cleaning / disinfecting vendor, provided by Morningside, will be available to sanitize common touchpoints in/around the pool and barbeque area, including the showers and restrooms two (2) days per week. No other area within Morningside is included in the disinfection schedule (e.g. front gate entry panel, pedestrian gate entry keypads, dog stations, mailboxes).
5. Morningside is taking measures to minimize exposure to Covid-19; however, residents remain solely responsible for their own protection from exposure to Covid-19. Morningside cannot and does not make any representation or guarantee that any surface or the airspace within Morningside will be virus free; therefore, all persons are reminded to take preventative measures to reduce potential exposure to Covid-19.
6. All persons are reminded that before entering the pool and barbeque area that she/he has signed a waiver of liability, hold harmless agreement, and assumption of risk related to Covid-19 exposure and voluntarily chooses to use the pool and barbeque area at his/her own risk.

Morningside reserves the right to revise these rules as further information becomes available from local, state, and national authorities, including closing of the pool, should the Morningside Board of Directors, in their sole discretion, determine it is necessary to minimize exposure to Covid-19.

Waiver, Release, Assumption of Risk, and Hold Harmless Agreement

This AGREEMENT is made and effective as of date executed by and between Morningside Owners Association (“Morningside”), and the person executing this Waiver, Release, Assumption of Risk, and Indemnity Agreement (“AGREEMENT”), on behalf of himself/herself and/or any minor child/children specified herein (collectively (“PARTICIPANTS”). Morningside and PARTICIPANTS may be referred to collectively as the “PARTIES.”

1. **WAIVER, RELEASE OF LIABILITY, AND HOLD HARMLESS.** PARTICIPANTS, on behalf of themselves, their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith, forever, finally, fully, permanently and unconditionally waive, release, acquit, discharge, covenant not to sue, indemnify, covenant to hold harmless, and defend Morningside and its present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, PARTICIPANTS, and all other persons, firms, partnerships or corporations connected therewith, to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, that relate in any way to COVID-19 and PARTICIPANTS’ use of the pool and barbeque area and related equipment and facilities at Morningside, including but not limited to any claims for costs, expenses and attorneys’ fees associated therewith.

2. **ASSUMPTION OF RISK.** Participation in the use of the pool and barbeque area and related equipment and facilities at Morningside is purely voluntary and creates risk of exposure to COVID-19 that may result in serious bodily injury to PARTICIPANTS and/or other persons that may subsequently come in contact with PARTICIPANTS following such use. Morningside may provide disinfectant and/or cleaning of common touch points to minimize potential exposure and/or spread of COVID-19; however, all risks cannot be eliminated. PARTICIPANTS hereby assume the risk of personal injury / sickness related to COVID-19 that arise out of or relate in any way to PARTICIPANTS’ past, present or future use of the pool and barbeque area and related equipment and facilities at Morningside.

3. **ACKNOWLEDGMENT.** PARTICIPANTS acknowledge that prior to use of the pool and barbeque area and related equipment and facilities at Morningside, he/she/they do/does not have a cough or fever, and will comply with all rules related to use of the pool and barbeque area. RELEASING PARTIES understand and acknowledge that compliance with Morningside’s policies and procedures is a condition precedent for PARTICIPANT’s use of the pool and barbeque area and related equipment and facilities at Morningside and failure to abide by Morningside’s rules, policies and procedures will result in PARTICIPANTS’ loss of use of the pool and barbeque area.

4. **INTEGRATION AND SEVERABILITY.** This is executed without reliance upon any representation by said PARTIES other than that contained in this AGREEMENT. If any provision or portion of this AGREEMENT is held to be illegal or invalid, the remainder of this AGREEMENT shall continue to be valid and enforceable.

5. **BINDING NATURE OF AGREEMENT.** The provisions contained in this AGREEMENT shall inure to the benefit of, and be binding upon, the PARTIES hereto and their respective successors and assigns.

6. **CHOICE OF LAW / JURISDICTION.** This AGREEMENT shall be construed and enforced according to the laws of the State of California.

7. **AGREEMENT.** PARTICIPANTS acknowledge that he/she/they has/have read and understands each and every provision of this AGREEMENT, and by placing his/her signature at the end of this AGREEMENT, represents that he/she has voluntarily assumed the obligations contained herein and intentionally waived all the rights stated herein, of his/her own free will. PARTICIPANTS further certify that if he/she is signing on behalf of a minor child/children that he/she is a parent/guardian with legal responsibility for any minor child/children and desires that PARTICIPANTS use the pool and barbeque area and related equipment and facilities at Morningside.

Name of ADULT: _____

Address of ADULT: _____

Telephone No. of ADULT: (Home/Cell) _____

Email of ADULT: _____

Name of Minor(s): _____

Date(s) of Birth: _____ **Relationship to Minor:** _____

Dated

Signature of ADULT on behalf of PARTICIPANTS